

Mortgagee's Mailing Address: 300 College Street, Greenville, S. C.

GREENVILLE S.C.

BOOK 1538 PAGE 860

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED NOV 23 AM '82
DONALD W. WILKINS

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Julian Road Developers, a South Carolina Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Nine Hundred Twelve Thousand, Five Hundred Sixty Two & 04/100 Dollars (\$ 912,562.04) due and payable

Principal and all accrued interest shall be paid in full not later than November 24, 1985. Interest on this indebtedness, to be computed monthly, shall be at the rate of 1 1/2% of the average monthly rate on the V-2 Plan at the Federal Home Loan Bank Board, Atlanta District, the maximum rate of interest shall not exceed 16% per annum; the maker of this note shall have no personal liability to the holder of this note,

with interest thereon from Nov. 24, 1982 at the rate of See Above per centum per annum, to be ~~paid~~ computed monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL those pieces, parcels or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 323 through 347 inclusive, together with Lot No. 358 (making a total of 26 lots) Section 13 of a Subdivision known as Devenger Place according to a plat thereof prepared by Dalton & Neves dated May, 1981 being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 12 and having, according to said plat, such metes and bounds as appears thereon.

ALSO:

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 304 through 322 inclusive, together with Lot No. 395 (making a total of 20 lots) Section 14 of a Subdivision known as Devenger Place according to a plat thereof prepared by Dalton & Neves being recorded in the RMC Office for Greenville County in Plat Book 9F at Page 30 and having, according to said plat, such metes and bounds as appears thereon.

ALSO:

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 348 through 357 inclusive, together with Lots 359 through 394, inclusive except for the following lots which are not included (making a total of 33 lots net): 362, 364, 365, 367, 368, 370, 371, 372, 373, 376, 379, 388 and 392 and having according to a plat thereof prepared by Dalton & Neves being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 26 such metes and bounds as appears thereon. LESS, HOWEVER, Lot Nos. 380 and 381 which have been sold and are not included in the within mortgage.

The above described property is the same property conveyed to the mortgagor herein by deed of College Properties, Inc. recorded November 24, 1982 in the RMC Office for Greenville County in Deed Book 1177 at Page 852.

Mortgagee agrees to release 10 lots from the above described property from the lien of the within mortgage without payment. All lots thereafter will be released upon the payment of \$17,300.00 per lot by mortgagor to mortgagee.

Mortgagor and its partners shall have no liability to mortgagee and said mortgagee, in the event of foreclosure, shall look solely to the property for payment of balance due rather than seeking any personal liability or deficiency judgment.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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