

MORTGAGE

THIS MORTGAGE is made this 1st day of December 1982, between the Mortgagor, 101 Summer Woods Associates, a general partnership consisting of ** (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 1268, Greenville, SC (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five thousand six hundred and no/100ths (\$45,600.) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2012

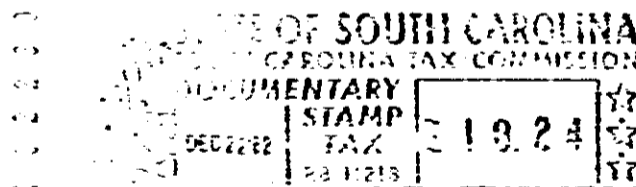
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit Number 101 of SUMMERWOODS HORIZONTAL PROPERTY REGIME as is more fully described in MASTER DEED dated September 16, 1981 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1155 at pages 564 through 634, inclusive, CORRECTION TO MASTER DEED recorded in Deed Book 1156 at Page 454, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 8P at Page 34, and AMENDMENT TO MASTER DEED, recorded August 12, 1982, in Deed Book 1172 at Page 62.

This conveyance is made subject to any and all reservations, easements, rights of way, zoning ordinances, restrictions and or protective covenants as set out in the MASTER DEED, Exhibits and Appendices attached thereto, CORRECTION TO MASTER DEED, recorded plats or as may appear on the premises, and AMENDMENT TO MASTER DEED, recorded August 12, 1982, in Deed Book 1172 at Page 62.

DERIVATION: Deed of American Service Corporation recorded December 22, 1982 in Deed Book 1179 at page 351.

** Equity Sharing Plan Management Corporation (50%), Patrick B. McGehee (25%) and Rebecca W. McGehee (25%)



which has the address of Unit 101 Summer Woods, Mauldin, SC (Street) (City) (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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