

P. O. Box 6807, Greenville, S.C. 29606

BOOK 1602 PAGE 607

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
APR 19 11 17 AM '83  
DOVNIIE  
S. T. BERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SUNVIEW TOWNHOMES PROPERTIES, a South Carolina general partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK

(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 One Hundred Twenty Thousand and No/100-----

-----Dollars (\$ 120,000.00 ) due and payable

according to the terms of the Note of even date executed simultaneously herewith.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of \* \_\_\_\_\_ per centum per annum, to be paid: at maturity  
\*Prime interest rate of Community Bank as it varies from day to day plus one (1%) percent.

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 Greenville,

ALL that certain piece, parcel or tract of land located, lying and being in the State of South Carolina, County of Greenville, containing 3.00 acres, more or less, as shown on a plat entitled "Property of Blue Ridge Developments, Inc.", dated February 27, 1981, prepared by Gould & Associates, recorded in the Greenville County R.M.C. Office in Plat Book 8-I at Page 84, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and bottle cap in the center of the right-of-way of Fowler Circle (said nail and bottle cap being 400 feet, more or less, in a Southerly direction from West Butler Road) and running thence S. 76-39 E. 166.7 feet to an old iron pin; thence running S. 84-46 E. 227.4 feet to an old iron pin; thence running S. 89-02 E. 227.1 feet to an old iron pin; thence running S. 45-58 W. 27 feet to a point; thence running S. 0-58 W. 100 feet to a point; thence running N. 89-02 W. 100 feet to a point; thence running S. 27-28 W. 125 feet to a point; thence running S. 52-48 W. 104.2 feet to a point; thence running N. 84-35 W. 92.0 feet to a point; thence running N. 5-25 E. 70 feet to a point; thence running N. 84-35 W. 272.0 feet to a point in the center of the right-of-way of Fowler Circle; thence running along the center of said right-of-way N. 0-25 E. 250.0 feet to a nail and bottle cap in the center of the right-of-way of Fowler Circle, the point and place of beginning.

This is the identical property conveyed to the Mortgagor herein by Blue Ridge Developments, Inc. by deed of even date to be recorded simultaneously herewith.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
APR 19 83  
TAX  
48.00  
R. 112:8

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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