

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
JUN 17 12 24 PM '83  
DONNIE S. ...

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LYNN F. SCHWEBACH, d/b/a Carolina Properties

ASSOCIATED BUILDERS & DEVELOPERS, INC.

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

Route 5, Millbrook Circle, Taylors, South Carolina 29687  
(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 Eighty Thousand and no/100ths

Dollars (\$ 80,000.00 ) due and payable

as set forth in said note,

with interest thereon from date at the rate of 12 per centum per annum, to be paid: quarterly.

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 those certain pieces, parcels or tracts of land, situate, lying and being on the southeast side of Catalina Drive (formerly Arlington Street) near the City of Greenville, in the Community of Paris, State and County aforesaid, being shown and designated as all of Lots 1, 2, 3, 4 and 5 on plat of PROPERTY OF R. G. WILSON, ET AL, prepared by Dalton & Neves, Co., Engineers, in March, 1974, which plat is recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, page 45, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Catalina Drive at the corner of property now or formerly of Kerr; thence with the right of way line of Catalina Drive, N. 72-38 E., 500 feet to an iron pin, corner of Lot 6; thence with the line of Lot 6, S. 17-22 E., 108.3 feet to an iron pin on the northwest side of the right of way line for the P&N Railroad; thence with said right of way, S. 72-17 W., 200 feet to an iron pin; thence continuing with said right of way, S. 70-12 W., 100.1 feet to an iron pin; thence still with said right of way, S. 64-42 W., 101 feet to an iron pin; thence continuing with said right of way line, S. 99-09 W., 102.8 feet to an iron pin; thence with line of property now or formerly of Kerr, N. 17-22 W., 151.7 feet to the point of beginning.

ALSO: ALL those certain pieces, parcels or tracts of land, situate, lying and being on the east side of Catalina Drive (formerly Arlington Street) near the City of Greenville, in the Community of Paris, State and County aforesaid, being shown and designated as all of Lots 6, 7 and 8 on plat of PROPERTY OF R. G. WILSON, ET AL, prepared by Dalton & Neves, Co., Engineers, in March, 1974, which plat is recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, page 45, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Catalina Drive at the corner of property now or formerly of Nutex; thence with a line of Lot 9, S. 17-22 E., 106.8 feet to an iron pin on the northwest line of the right of way for P & N Railroad; thence with said railroad right of way, S. 72-17 W., 250 feet to an iron pin at the corner of Lot 5; thence with the line of Lot 5, N. 17-22 W., 108.3 feet to an iron pin on the southwest side of Catalina Drive; thence with the line of said street, N. 72-38 E., 250 feet to point of beginning.

The above property is the same conveyed to the Mortgagor by Deed of the Mortgagee to be recorded simultaneously herewith.

If all or any part of the property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance (CONTINUED ON PAGE 3)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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