

FILED

1980-09-07

STATE OF SOUTH CAROLINA  
COUNTY OF

MORTGAGE  
OF  
REAL PROPERTY

THIS MORTGAGE, executed the 1st day of September, 1983, by Haywood-Rogers Properties, a Limited Partnership (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, South Carolina 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated September 1, 1983, to Mortgagee for the principal amount of One hundred thirty-two thousand and no/100 (\$132,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that certain piece, parcel or tract of land located in the County and City of Greenville and, according to plat prepared by Enwright Surveying, Inc., on November 19, 1980, having the following metes and bounds: Beginning at an iron pin on the south side of Congaree Road, thence S. 43-40 E. 294 feet to an iron pin; thence S. 62-37 W. 252.65 feet to an iron pin; thence N. 5-48 W. 338.55 feet to an iron pin; thence S. 81-52 E. 55.91 feet to the point of beginning, containing 1.029 acres.

Also, all that certain piece or parcel of land located in Greenville County, South Carolina, shown on a survey for Robert L. Rogers, prepared by Enwright Surveying, Inc., dated February 2, 1981, consisting (according to said survey) of 0.958 acres, and having, according to said survey, the following metes and bounds, to-wit:

Beginning at an iron pin located on the southern side of the right of way of Congaree Road, approximately 959 ft. west of the intersection of Congaree Road and Haywood Road; thence S. 5-48 E. 338.55 ft. to an iron pin; thence S. 62-42 W. 119.64 ft. to an iron pin; thence N. 11-14 E. 468.04 ft. to an iron pin located on said right of way of Congaree Road; thence S. 51-41 E. along said right of way a distance of 56.13 ft., to the point of beginning.

This is a portion of the property conveyed to the mortgagors by deed from Haywood Hotel Associates, a Limited Partnership, by deed dated 9/1/83 and recorded on September 19, 1983 in the RMC Office for Greenville County in Deed Book 1196, page 599.

STATE OF SOUTH CAROLINA  
RECORDS & DEEDS DIVISION  
STAMP  
TAX \$ 52.00

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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