

MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
OCT 7 11 20 1983
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CAVALIER PROPERTIES, A GENERAL PARTNERSHIP COMPRISED OF HENRY D. ROBERTSON AND
GEORGE M. ZIMMERMAN, (hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY TRUST 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 One Hundred Fifty-five Thousand & No/100- ^{32 1/2} ----- DOLLARS (\$155,000.00) with interest thereon from ^{primary} date at the rate of 12% per centum per annum, said principal and interest to be repaid as follows: Due and payable two (2) years from date, or earlier as hereinafter provided: As lots on plat hereinafter referred to are sold, Mortgagor shall pay an amount for each lot sold and Mortgagee will release such lot in accordance with the following schedule:

Lots 1 thru 7	\$5,000.00 per lot
Lots 8 thru 14	7,000.00 per lot
Lots 15 thru 21	8,000.00 per lot

\$15,000.00 will be paid by Mortgagor upon sale of all lots and dedication of roads.

In the event Mortgagor encounters extraordinary sub-surface conditions, the foregoing may be reduced by the additional cost resulting therefrom provided the total payment to Mortgagee

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

* shall not be less than \$134,000.00.

Mortgagee agrees to subordinate this mortgage to a loan of \$60,000.00 which Mortgagor agrees shall be used solely for construction of improvements on the mortgaged premises. This mortgage shall be without recourse against Mortgagor personally (beyond the mortgaged premises) provided Mortgagor shall be personally liable for any indebtedness to which this mortgage has been subordinated.

ALL that certain piece, parcel or tract of land, containing 5.83 acres, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southerly side of Cavalier Drive, being shown on a plat entitled "Survey for Cavalier Properties Partnership," dated July 15, 1983, prepared by Freeland & Associates, Engineers-Surveyors (W. B. Huntley, RLS), recorded in the office of the R.M.C. for Greenville County in Plat Book 10C, Page 11, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southerly side of right of way of Cavalier Drive, which point is 789 feet more or less east of right of way of Mauldin Road; running thence along the southerly side of Cavalier Drive, N. 80-43 E. 643.66 feet to a point in line of Wenwood Properties (being other property of grantors); thence turning and running along the line of said property, S. 0-25 W. 630.20 feet to a point in line of other property of Mortgagor (formerly Mary C. Ashmore); thence along the line of said property, N. 60-09 W. 755.03 feet to a point; thence N. 9-06 E. 152.55 feet to the point of beginning.

The deed to this property is made subject to any restrictions, rights of way, easements or agreements affecting the property that may appear of record.

Per. Walter S. Griffin & others
recorded Oct 7, 1983.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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