

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA } FILED
GREENVILLE CO. S. C. } MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE } 22 3 32 P.M. 1983 } TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD J. BERSLEY
R.M.C.

WHEREAS. RIAZ, AHMED DAR and NASREEN RIAZ DAR

(hereinafter referred to as Mortgagor) is well and truly indebted unto SUNSET FOREST, A South Carolina General Partnership
POB 16059
Greenville SC 29606

(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

Seventy Thousand and No/100 ----- Dollars (\$ 70,000.00) due and payable

On the third anniversary of date of Note

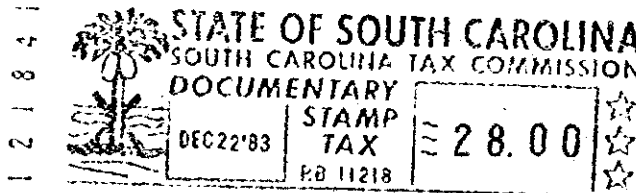
with interest thereon from January __, 1984 at the rate of 10% per centum per annum, to be paid: monthly

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 unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units No. 101, 102, 103, 104, 105 and 106 or Sunset Forest Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated December 21, 1983 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1202 at Page 947, and survey and plot plan recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-W, at Page 69.

This is the same property conveyed from the Mortgagor to the Mortgagee as recorded in the R.M.C. Office for Greenville County, being recorded herewith.



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 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 or to claim the same.

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