

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JOHN E. HUBBLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SANDY/25 INVESTORS, A SOUTH CAROLINA GENERAL PARTNERSHIP,

(hereinafter referred to as Mortgagor) is well and truly indebted unto B.K.S., A PARTNERSHIP, whose address is 102 Mills Ave., Greenville, SC 29605.

(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-NINE THOUSAND SIX HUNDRED TWENTY & NO/100 Dollars (\$ 79,620.00) due and payable as per the terms of said note;

with interest thereon from date at the rate of 11 1/8 per centum per annum, to be paid: as per the terms of said note.

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, at the southeastern corner of the intersection of U.S. Highway 25 (Augusta Road) with Sandy Springs Road, consisting of approximately 39.74 acres (excluding road right of way) as shown on a "Survey for Sandy/25 Investors, a S.C. General Partnership" prepared by Carolina Surveying Co., dated November 27, 1981, revised January 18, 1984, recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-F at Page 85, and having such metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagor by deed of the Mortgagee to be executed and recorded of even date herewith.

PROVISIONS AS TO RELEASE OF ACREAGE: The Mortgagee agrees to release from the lien of this mortgage the property encumbered hereby as follows:

- (1) For the acreage on the extreme northwestern corner, consisting of a tract approximately 208 feet by 208 feet, for the sum of \$20,000.00 per acre of principal;
- (2) For the remainder of the acreage fronting on Augusta Road, one acre will be released for each \$7,500.00 of principal paid; and
- (3) For the balance of the acreage in the tract, one acre shall be released for each \$2,500.00 of principal paid.

At the times of releases, all accrued and unpaid interest will have to be paid in addition to payments toward principal.

RECTO -----3 JAN 25 84 020

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
JAN 25 1984 TAX \$ 31.88
P.D. 11218

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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JAN 25 1984