

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Three S Enterprises, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. Walter Brashier

(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 Twenty Thousand and No/100

Dollars (\$ 20,000.00---) due and payable

in full on or before February 14, 1985

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of ten (10%) per centum per annum, to be paid: at maturity.

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, the Mortgagee's heirs, successors and assigns:

~~THESE PRESENTS ARE TO BE KEPT IN THE OFFICE OF THE CLERK OF THE COURT OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, UNTIL THE DEBT IS PAID.~~

ALL those certain pieces, parcels or lots of land situate lying and being in Greenville County, South Carolina, fronting on Maxeva Lane and Stanley Drive near the Saluda Dam Road, and being particularly shown and described as Lots 4, 5, 6, 30, and 31 on a plat of Lakewood on the Saluda, Revision of Lots 4, 5, 6, 30, and 31 by W. R. Williams, Jr., Engineer and Surveyor, dated February 10, 1984 and recorded in the Greenville County RMC Office in Plat Book 9W, at Page 88, and reference to said plat is hereby made for a more particular metes and bounds description thereof.

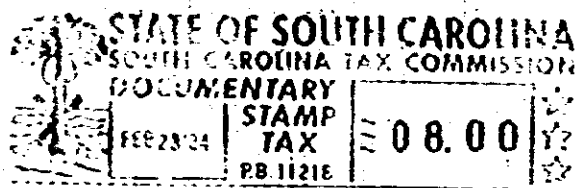
THE following protective and restrictive covenants are hereby imposed on the above described property:

1. These lots shall be used exclusively for residential purposes.
2. No noxious or offensive trade or activity shall be carried on upon these lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, tent or other outbuildings erected on this property shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. The ground floor area of the main structure, exclusive of one-store open porches, and garages shall not be less than 1,200 square feet for single family use and not less than 1,600 square feet for multi-family use.

This being the same property conveyed to the Mortgagor herein by deed of Mortgagee recorded simultaneously herewith.

Mortgagee's Address: 850 Wade Hampton Boulevard, Greenville, South Carolina 29609.

Mortgagee hereby agrees to release any of the above described lots from the lien of this mortgage upon the payment of Five Thousand and No/100 (\$5,000.00) Dollars per lot.



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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