

State of South Carolina)

Mortgage of Real Estate



County of GREENVILLE)

THIS MORTGAGE made this 23rd day of August, 1984,

by HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is One Shelter Center, P. O. Box 1329,

Greenville, South Carolina 29602

WITNESSETH:

HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP

THAT WHEREAS, HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), Which indebtedness is evidenced by the Note of HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is 182 days after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976); (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$100,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 24 on Plat of Schwiers at Cleveland, recorded in Plat Book 7-X, at Page 20, in the RMC Office for Greenville County, South Carolina, and as will more fully appear on a more recent Plat by Dalton & Neves Co., Engineers entitled "Harvest Lane Townhomes, a Limited Partnership" dated June, 1983, recorded in the RMC Office for Greenville County, S.C. in Plat Book 9-Y at Page 10. Reference to said more recent plat is hereby craved for a metes and bounds description.

This mortgage is junior in lien to that mortgage in favor of First Federal Savings and Loan Association of South Carolina in the original amount of \$221,600.00, recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1618, page 773 on August 1, 1983.

ALSO:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 25 on Plat of Schwiers at Cleveland, recorded in Plat Book 7-X, at Page 20, in the RMC Office for Greenville County, South Carolina, and as will more fully appear on a more recent Plat by Dalton & Neves Co., Engineers entitled "Harvest Lane Townhomes, a Limited Partnership" dated June, 1983, recorded in the RMC Office for Greenville County, S.C. in Plat Book 10-C at Page 24. Reference to said more recent plat is hereby craved for a metes and bounds description.

This mortgage is junior in lien to that mortgage in favor of First Federal Savings and Loan Association of South Carolina in the original amount of \$223,000.00, recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1631, page 907 on October 21, 1983.

This is a portion of the same property conveyed to Mortgagor herein by deed of College Properties, Inc. dated May 31, 1983, recorded June 2, 1983 in the RMC Office for Greenville County, South Carolina in Deed Book 1189, page 465.

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);

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