

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE VOL 1687 PAGE 41

FILED S.C.
OCT 26 3 33 PM '84
DONNIE SLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CAPERS PLACE, a General Partnership created and existing in accordance with the laws of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK

(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 THREE HUNDRED THIRTY THOUSAND AND NO/100----- Dollars (\$330,000.00) due and payable

with interest thereon from date at the rate of prime per centum per annum, to be paid: as provided in 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:

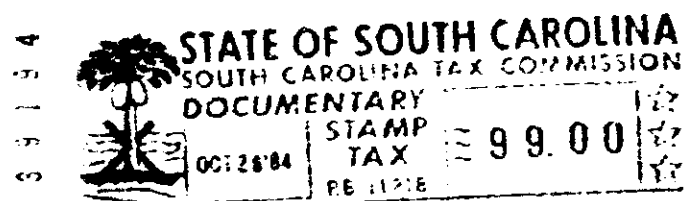
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

All those certain pieces, parcels or condominium units, situate, lying and being in the City and County of Greenville, State of South Carolina, being known and designated as Units C, D and F of Capers Place Horizontal Property Regime as more fully described in Declaration (Master Deed) dated May 22, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1213 at Page 803 on May 30, 1984, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 10-K at Page 74.

This being a portion of the property conveyed to the Mortgagor herein by deed of Sophie S. Francis, et al, recorded in the RMC Office for Greenville County in Deed Book 1198 at Page 844 on October 19, 1983.

The Mortgagee agrees that it will, upon request by Mortgagor, release from the lien of this Mortgage, the property described herein upon payment to Mortgagee of a release price of \$145,000.00 for Unit C, \$139,000.00 for Unit D and \$51,000.00 for Unit F.



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 the same or any part thereof.

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