

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE 1691-212

COUNTY OF

FILED
GREENVILLE CO. S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Maxwell Pointe Investors Limited Partnership, a South Carolina limited partnership, (hereinafter referred to as Mortgagor) is well and truly indebted unto Easlan Capital, Inc., a South Carolina corporation,

(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 Two Hundred Fifty Thousand and no/100***** Dollars (\$ 250,000.00) due and payable on September 30, 1986

with interest thereon from date at the rate of 12% per centum per annum, to be paid: September 30, 1985 and September 30, 1986; and

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 accounts 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 containing 8.956 acres, more or less, situate, lying and being on the northern side of Woodruff Road (S.C. Highway No. 146) and the western side of S.C. Highway No. 14, in Greenville County, South Carolina, being a portion of the Kate S. Maxwell and C.M. Maxwell Estates as shown on a plat thereof recorded in the RMC Office for Greenville County, S.C. in Plat Book 8-K, page 31, and having according to a survey of MAXWELL POINTE, made by Dalton & Neves Company, Engineers, dated July, 1983, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Woodruff Road at the southwesternmost corner of property fronting on Woodruff Road as shown in Plat Book 8-K, page 31, and at the corner of property now or formerly owned by Mary L. Helms and Addie Jo Helms and running along the line of said property, N. 29-48 E., 519.83 feet to an iron pin; thence N. 37-41 W., 175.82 feet to an iron pin on Batesville Road, N. 46-46 E., 150 feet to an iron pin; thence along the line of other property owned by Margaret Louise M. Griffith, et al, S. 43-15 E., 264.5 feet to an iron pin; thence continuing along the line of other property of Margaret Louise M. Griffith, et al, S. 85-24 E., 463.02 feet to an iron pin on the eastern side of S.C. Highway No. 14; thence along the western side of the right of way 68.4 feet to a point, S. 1-35 E., 151.62 feet to a point, and S. 2-37 E., 48.5 feet to an iron pin; thence along the line of property designated as "Jim M. Maxwell" S. 87-23 W., 175.0 feet to an iron pin; thence continuing along the line of said property, S. 2-36 E., 240.54 feet to an iron pin on the northern side of Woodruff Road; thence along the northern side of Woodruff Road, the following courses and distances, N. 83-46 W., 45.56 feet to an iron pin, N. 85-16 W., 200.82 feet to an iron pin, N. 85-51 W., 165.63 feet to an iron pin, and N. 86-35 W., 335.41 feet to the point of beginning.

The above described property is the property conveyed to Maxwell Pointe Investors, a South Carolina general partnership, whose name was changed to Maxwell Pointe Associates Limited Partnership, simultaneously with its conversion into a South Carolina limited partnership on September 28, 1984, by deed of Margaret Louise M. Griffith, et al, dated July 21, 1983, recorded on July 22, 1983, in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina in Deed Book 1192 at Page 826, less that portion of the property conveyed to E & G Land Partners, a South Carolina general partnership, by deed of Maxwell Pointe Associates Limited Partnership dated September 28, 1984, recorded on September 28, 1984, in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina in Deed Book 1222 at Page 947.

The above described property is subject to the terms and conditions of that certain Agreement as to Mutual Easements between Maxwell Pointe Associates Limited Partnership and E & G Land Partners recorded on September 28, 1984, in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina in Deed Book 1222 at Page 939.

The above described property is also subject to utility rights of way and easements for utility services to the property, to the rights of all tenants and lessees occupying a portion of the property, to a 25 foot wide sanitary sewer easement as shown on a plat of a survey for Maxwell Pointe Investors, made by Dalton & Neves, dated July, 1983, and to the terms of that certain agreement for an on site retention facility or pond between Maxwell Pointe Investors and Jim M. Maxwell, et al.

* Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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. *The lien of this Mortgage is junior to the lien of the mortgage, and subordinate in priority in every respect thereto, granted by the Maker in favor of American Federal Bank, F.S.B. dated (Over)

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