

723 N. ... Greenville, S.C.

BOOK 1394 PAGE 915

NCNB Mortgage South, Inc. BOOK 53 PAGE 627

STATE OF SOUTH CAROLINA FILED GREENVILLE CO. S.C.

CONSTRUCTION LOAN MORTGAGE OF REAL ESTATE

APR 13 4 30 PM '77

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.H.C.

WHEREAS, Regency Enterprises, Inc.

(hereinafter referred to as Mortgagee) is well and truly indebted unto NCNB Mortgage South, Inc. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date hereath, the terms of which are incorporated herein by reference, in the sum of five and No/100

Thirty-one Thousand Eight Hundred Seventy-/Dollars (\$31,875.00) due and payable with interest thereon at the same rate as evidenced by the Mortgagee's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the terms of said note and any agreement modifying it are incorporated herein by reference, and an additional sum in a like amount of advances pursuant to the covenants herein, the note secured hereby or the construction loan agreement between mortgagee and mortgagee, the total of said sums being the maximum principal amount of this mortgage.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MEN, that the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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:

1977 in Deed Book 1054 at Page 790

WORTON, DRAVIDY, MARCBANKS, 17729

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PAID IN FULL ... 13 77

In the Presence of: Carol ... Donnie S. Tankersley

GREENVILLE CO. S.C. FILED APR 9 3 56 PM '77 DONNIE S. TANKERSLEY

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, as well as all of the rents, issues, and profits which may now or hereafter 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 Mortgagee 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 Mortgagee further covenants to warrant and to ever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever, ever lawfully claiming the same or any part thereof.

(CONTINUED ON NEXT PAGE)

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