

GREENVILLE COUNTY  
MORTGAGE

BOOK 1205 PAGE 12

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

Charter Oaks, Ltd. (formerly Sand-Tar Developers, Inc.) (herein "Borrower") and the  
Mortgagee First Piedmont Bank & Trust Company  
Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of Thirty-six Thousand and No/100  
----- Dollars (\$ 36,000.00----- ) as evidenced by the Borrower's promissory Note of  
even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest  
to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable on the 27th  
day of ~~March~~ <sup>MAY</sup>, 1974; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout  
this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may  
hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for  
taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future ad-  
vances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage  
shall be security for all obligations of the Borrower to Lender in the total principal amount of Thirty-six Thousand  
and No/100----- Dollars (\$36,000.00-----).

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in considera-  
tion of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower  
in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof  
is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid  
Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the  
security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c)  
all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other  
present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatso-  
ever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c)  
(all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations  
secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attor-  
ney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforce-  
ment of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender,  
its successors and assigns, the following described real estate:

~~All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying  
and being~~

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, near the City of Greenville, and shown on a plat prepared by Carolina Surveying  
Co. dated March, 1968, and according to said plat, has the following metes and bounds,  
to-wit:

BEGINNING at a point on the northern side of Regency Hill Drive at the joint corner of  
property now or formerly of Botany Woods Building & Sales Co., Inc. and this tract, which  
point is 391.8 feet, more or less, from the intersection of Regency Hill Drive with  
Pleasantburg Drive and S. C. Highway 291 and running thence across said drive, S. 5-19 E.,  
140 feet, more or less, to a point in the line of property of Lakeforest Heights,  
Section 2, running thence with the line of said subdivision N. 71-51 E., 30 feet, more or less,  
to a point; thence N. 26-53 E., 127 feet to a point, N. 36-51 E., 136.3 feet to a point,  
N. 70-39 E., 139.7 feet to a point; N. 53-14 E., 141.5 feet to a point; N. 75-41 E., 75.9  
feet to a point; N. 40-11 W., 64.6 feet to a point; N. 16-12 W., 157.2 feet; N. 6-0 W.,  
123.6 feet; S. 77-07 W., 200 feet, N. 6-0 W., 140 feet, N. 77-07 E., 200 feet to a  
point on the line of Section 1 of said subdivision; running thence N. 30-16 W., 254.6  
feet to a point in the line of Liberty Park; running thence with the line of said  
subdivision S. 74-34 W., 87 feet, S. 83-35 W., 346 feet to a point in the line of Lakeforest  
Shopping Center; running thence with that line, S. 5-19 E., 390 feet, more or less, to  
the joint corner of property now or formerly of Bernstein, Botany Woods Building & Sales  
Co., Inc. and this tract and running thence the following courses and distances along the  
line of property of Botany Woods Building & Sales Co., Inc. N. 64-01 E., 37.3 feet, S.  
48-30 E., 175 feet to a point on Regency Hill Drive which line is curved the chord of  
which is S. 0-41 E., 33.5 feet to a point; thence continuing with said drive, S. 47-08 W.,  
128 feet; S. 55-20 W., 50 feet; S. 67-55 W., 50 feet, S. 78-05 W., 50 feet to an iron  
pin, point of beginning.

This mortgage is junior in lien to that first mortgage given by Sand-Tar Developers, Inc. to  
Southern Bank & Trust Co. recorded in Book 1199 at Pg. 118, R.M.C. Office for Greenville County

5 0 0 0

4328 RV-2