# NCNB Mortgage South, Inc.

STATE OF SOUTH CAROLINA }

COUNTY OF GREENVILLE }

~~CONSTRUCTION LOAN~~
## MORTGAGE OF REAL ESTATE

### TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ACADEMY RENTAL COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto NCNB Mortgage South, Inc. (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

THIRTY-SEVEN THOUSAND EIGHT HUNDRED Dollars ($ 37,800.00 ) due and payable with interest thereon at the same rate as evidenced by the Mortgagor'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 if advanced pursuant to the covenants herein, the note secured hereby or the construction loan agreement between mortgagor and mortgagee, the total of said sums being the maximum principal amount of this mortgage.
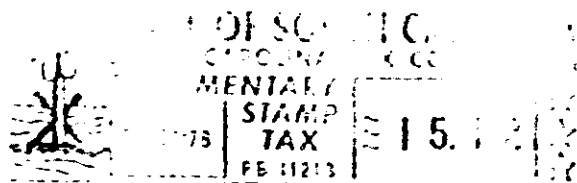
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, described below:

> All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lots 7, 8, 67, 68, 70, 120, and 128, according to a plat entitle "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H, Pages 17, 16, 18, 18, 18, 19, and 19 respectively. Reference is hereby made to said plat for a metes and bounds description.
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> This is the same property conveyed to the mortgagor by deed of Comfortable Mortgages, Inc. dated December 13, 1978 and recorded on even date herewith.

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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