

FILED  
GREENVILLE CO. MORTGAGE

1432 782

JAN 8 3 36 PM '80  
STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
J. LANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

Pelham Pointe OB-GYN Associates (herein "Borrower") and the  
Mortgagee First Citizens Bank and Trust Company  
Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of One Hundred Five Thousand  
Dollars (\$ 105,000.00) 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 ninety Days  
from Date \_\_\_\_\_; 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 One Hundred Five  
Thousand Dollars (\$ 105,000.00);

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 piece, parcel or lot of land, containing 16,355 square feet, situate,  
lying and being on the eastern side of Pointe Circle in the City of Greenville,  
County of Greenville, State of South Carolina, being known and designated as a  
portion of Lot 6 as shown on a plat of Pelham Pointe (revised), prepared by Enwright  
Associates, Engineers, dated May 29, 1974, revised March 6, 1975, and recorded in  
the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at page 66,  
and having, according to a plat entitled "Pelham Pointe, Part Lot 6, Property of J.  
Rutledge Lawson & Dr. William D. Gilmore, Jr.", prepared by Freeland & Associates,  
dated January 18, 1979, and recorded in the RMC Office for Greenville County, South  
Carolina, in Plat Book 7-K at page 14, the following metes and bounds:

Beginning at an iron pin on the eastern side of Pointe Circle at the joint  
corner of the premises herein described and property now or formerly of My Apartment,  
and running thence with the line of My Apartment property N. 79-48 E. 120 feet to an  
iron pin; thence S. 78-06 E. 63.57 feet to an iron pin in the line of property now  
or formerly of Doctors of Optometry; thence with the line of said Doctors of Opto-  
metry property S. 4-11 E. 93.94 feet to an iron pin; thence S. 79-40 W. 117.66 feet  
to an iron pin on the eastern side of Pointe Circle; thence with the curve of the eas-  
tern side of Pointe Circle, the chord of which is N. 33-48 W. 128.32 feet to the point  
of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of J.  
Rutledge Lawson and William D. Gilmore, Jr., dated July 30, 1979, and recorded in  
the RMC Office for Greenville County, South Carolina, in Deed Book 1108 at page 184,  
on July 31, 1979.

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