

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS,

THE OAKS COMPANY

hereinafter referred to as Mortgagor) is well and truly indebted unto

PEBBLEPART, LTD.,

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 **EIGHTEEN THOUSAND and no/100**-----

----- Dollars (\$ 18,000.00) due and payable

in accordance with the terms of said Note,

XX
with interest thereon at the rate of _____ per annum per annum, to be paid.

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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the mortgage hereinbefore acknowledged has granted, hereunto 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 _____

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 12 on a Plat of PEBBLECREEK P.U.D., PHASE X, SECTION I, prepared by Arbor Engineering, Inc., dated December 30, 1982 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-P, Page 58, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Mortgagor herein by deed of Pebblepart, Ltd., dated August 17, 1983, to be recorded herewith.

The within mortgage is junior in lien to that certain mortgage given by The Oaks Company to First Federal Savings and Loan Association in the amount of \$92,000.00, dated August 17, 1983 and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book _____, Page _____.

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 or shall 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 hereabove described in fee simple absolute, that it has good right and is lawfully entitled 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 forever defend all and singular the said premises unto the Mortgagee, forever, from and against the Mortgagee and all persons who lawfully claiming the same or any part thereof

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