FILED
GREENVILLE CO. S. C.
'74 APR 23 11 31 AM
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Southland Properties, Inc., a South Carolina corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N. A.

(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 Nine Hundred Thirty-Three Thousand, One Hundred Fifty and No/100---------- Dollars ($ 933,150.00 due and payable on demand, according to the terms of its note

~~with interest thereon from the date hereof at the rate of ~~ ~~per annum, payable monthly~~

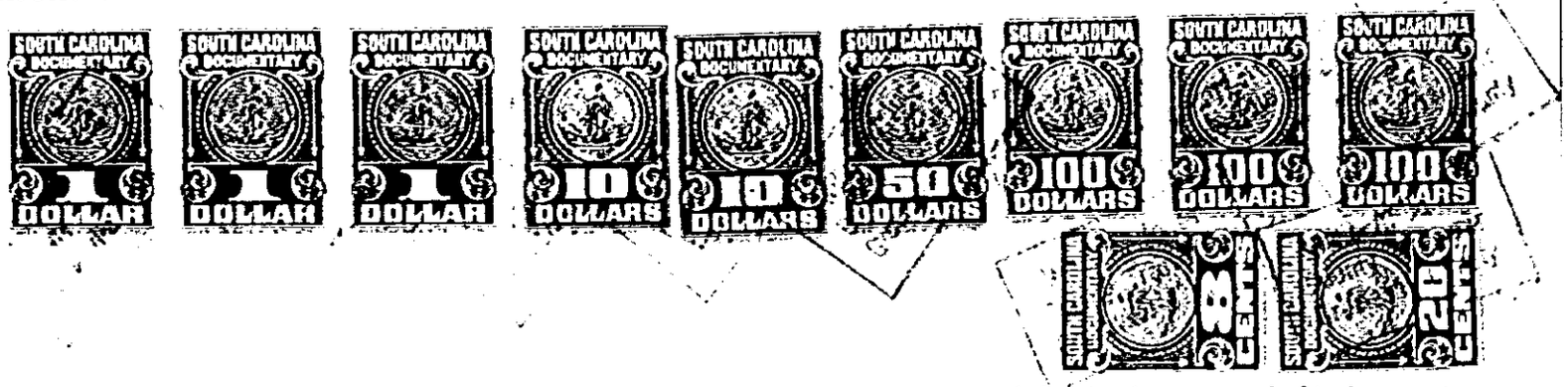
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 those certain pieces, parcels or lots of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 1, 80-82, inclusive, of a subdivision known as Pelham Woods, Section One, according to a plat thereof prepared by Piedmont Engineers & Architects dated June 19, 1970 and recorded in the R.M.C. Office for Greenville County in Plat Book 4-F, at Page 33; Lots Nos. 83-93, inclusive; 125-132, inclusive; 143-183, inclusive of a subdivision known as Pelham Woods, Section 2-A, prepared by Bobby J. Rape, Surveyor, dated February 23, 1972 and recorded in the R. M. C. Office for Greenville County in Plat Book 4-N, at Page 75, together with all improvements located thereon; Lots Nos. 94-124, inclusive; 133-142, inclusive; 184-191, inclusive, of a subdivision known as Pelham Woods, Section 2-B prepared by A. Alan Wallwork dated February 25, 1972, recorded in the R. M. C. Office for Greenville County in Plat Book 4-R, at Page 50, together with all improvements located thereon; Lots Nos. 1 and 2, 8-19, inclusive, 61-67, inclusive, 81 and 82 of a subdivision known as Mountainbrooke according to a plat prepared by Robert E. Rembert, Surveyor, dated October 19, 1970 and recorded in the R. M. C. Office for Greenville County in Plat Book 4-F, at Page 47, together with all improvements located thereon; Lots 19-25, inclusive, 28-45, inclusive, of a subdivision known as Meadowood according to a plat prepared by C. O. Riddle, Surveyor, dated August 27, 1971, recorded in the R. M. C. Office for Greenville County in Plat Book 4-N, at Page 25, together with all improvements located thereon.

"ALSO: All of Mortgagor's right, title and interest whatsoever the same may be in and to all streets, roads, sewers and easements of every kind and description within the property shown on the above mentioned plats and all improvements thereon."

The mortgagor and mortgagee have entered into a certain Loan Agreement dated May 17, 1974, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument.



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 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.