

STATE OF GEORGIA
COUNTY OF FULTON

GREENVILLE CO. S.C.

NOV 6 2 28 PM '76 MORTGAGE OF REAL ESTATE

1350 476

TO ALL WHOM THESE PRESENTS MAY CONCERN: TAYLOR & MATHIS, III,

a Georgia general partnership hereinafter referred to as Mortgagor,

SEND GREETINGS: WHEREAS, Mortgagor is well and truly indebted unto CAROLINA-CONNECTICUT

PROPERTIES, INC., a North Carolina corporation, hereinafter referred to as Mortgagee,

as evidenced by the Mortgagor's written promissory note of even date herewith, the terms of which are in-

corporated herein by reference, in the sum of One Hundred Seventy Thousand Six / Hundred Twenty-Five Dollars

(\$ 170,625.00), with interest to be repaid as set forth in said note; and WHEREAS, the Mortgagor may hereafter, at the option of the Mortgagee, become indebted to said Mortgagee for an additional sum or sums

for any purpose, including future advances, and for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments and necessary repairs; provided that any additional funds advanced and paid over by Mortgagee, whether for future advances or any other purpose, shall be

so limited in amount that the sum total of all such advances, together with any balance due on the original principal debt, shall not, at the time of any such advance, exceed an amount equal to double the principal debt set forth above; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, 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 become indebted to the Mortgagee at any time for advances made to or for Mortgagor's 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 hereby grant, bargain, sell and release unto the Mortgagee, ~~its successors~~

and assigns forever, the following described property:

SEE EXHIBIT A, attached hereto and by this reference made a part hereof.

Notwithstanding any of the provisions of this Mortgage of Real Estate or the Real Estate Note secured hereby, Mortgagor and Mortgagee hereby agree that the liability of Mortgagor, the partners thereof, and the partnership's and partners' respective heirs, executors, administrators, personal representatives, successors and assigns, under this Mortgage of Real Estate, that certain Real Estate Note secured hereby, and the indebtedness secured hereby is limited to the lien, power of sale or right of foreclosure granted under this Mortgage of Real Estate, and upon any default by the Mortgagor, the Mortgagee shall look solely to the security of the land conveyed hereunder and shall not be entitled to enter suit or to obtain a judgment in any court either with respect to any unpaid balance of such indebtedness or with respect to any other debt or obligation arising from this Mortgage or said Note after exercising the power of sale or right of foreclosure either granted hereunder or provided by statute.



The above property is conveyed subject to all easements, rights of way, and restrictive covenants of record in the chain of title.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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, is to be considered a part of the real estate.

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