

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

1394 page 491

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE, S. C.  
APR 13 1 45 PM '77  
DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, OAKVIEW VILLAGE-PHASE II, A LIMITED PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto WEYERHAEUSER MORTGAGE COMPANY, A CALIFORNIA CORPORATION

(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 ONE MILLION SEVEN HUNDRED NINETY FIVE THOUSAND NINE HUNDRED AND NO/100

Dollars (\$ 1,795,900.00) due and payable

on December 31, 1977

with interest thereon from date at the rate of nine(9%) per centum per annum, to be paid: at maturity

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, the Mortgagee's heirs, 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, as shown on plat entitled "Survey for Oakview-Village, Phase II," prepared by Heaner Engineering Co., Inc., dated December 20, 1976 and recorded April 13, 1977 in plat book 6C page 1 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the southern side of Oakview Lane, and running thence N. 21-36 W. 40.02 feet to an iron pin; thence N. 01-46 E. 137.39 feet to an iron pin; thence N. 10-16 E. 345 feet to an iron pin; thence N. 02-55 E. 262.15 feet to an iron pin on the northern side of the 100 ft. wide right of way of Southern Railroad; thence along the northern side of said right of way S. 83-52 E. 777.88 feet to an iron pin; thence S. 28-44 W. 616.72 feet to a point on the northern side of Oakview Lane; thence along the northern side of said Lane S. 66-51 W. 262.12 feet to an iron pin; thence with line of property now or formerly of Boling S. 45-27 E. 166.45 feet to an iron pin; thence continuing with line of property now or formerly of Boling, S. 28-09 W. 162.24 feet to an iron pin; thence along the line of Lot 8, Barclay Court, S. 89-02 W. 257.06 feet to an iron pin; thence N. 21-36 W. 271.68 feet to a point on the northern side of Oakview Lane; thence N. 21-36 W. 50.17 feet to a point on the southern side of Oakview Lane, the point of beginning.

THIS is the same property conveyed to mortgagor this date by Westminster Company by deed to be recorded simultaneously with this mortgage.

THIS MORTGAGE IS SUBJECT to the right of ways shown on the above mentioned plat granted or to be granted by the mortgagor.

SOUTH CAROLINA  
DOCUMENTARY STAMP  
713.36  
APR 13 1977

WEYERHAEUSER MORTGAGE COMPANY  
TACOMA, WASHINGTON 98401

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 is 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.

4328 RV-2