

vol 1037 11214

FILED  
GREENVILLE CO. S.C.  
NOV 23 4 14 PM '83  
MORTGAGE

DONNIE S. TANKERSLEY

THIS MORTGAGE, made this 23 day of November, 1983, between NORTH SLOPE-OXFORD ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter called "Mortgagor", and GOLDOME SAVINGS ASSOCIATION, 6666 - 22nd Avenue North, St. Petersburg, Florida, hereinafter called "Mortgagee".

WITNESSETH:

AMOUNT OF LIEN; "NOTE".

WHEREAS, Mortgagor is justly indebted to Mortgagee in the aggregate sum of FOUR MILLION, ONE HUNDRED THIRTY THOUSAND DOLLARS (\$4,130,000.00) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of two (2) certain notes (i.e., "Construction Loan Note 1" in the principal amount of Three Million, Three Hundred Four Thousand and No/100 Dollars (\$3,304,000.00) and "Construction Loan Note 2" in the principal amount of Eight Hundred Twenty-Six Thousand and No/100 Dollars (\$826,000.00) hereinafter sometimes collectively referred to as the "Construction Loan Notes") given by Mortgagor to Mortgagee, bearing even date herewith, true copies of said Construction Loan Notes being attached hereto as Exhibit "B" and "B-1" and by reference made a part hereof;

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee, its successors and assigns, property situate in Greenville County, South Carolina, more particularly described in Exhibit "A" attached hereto.

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all right, title and interest of Mortgagor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

THE PROCEEDS OF THIS CONSTRUCTION MORTGAGE WILL BE DISBURSED IN SUBSEQUENT PERIODIC INSTALLMENTS AND THIS MORTGAGE CONTAINS A FUTURE ADVANCE PROVISION PURSUANT TO SOUTH CAROLINA CODE §29-3-50. COLLATERAL IS OR INCLUDES FIXTURES.

This instrument was prepared by: (& return to)  
Benjamin Felder, Esquire  
Jacobs, Robbins, Gaynor, Hampp,  
Burns, Cole & Shasteen, P.A.  
P. O. Box 40130  
St. Petersburg, FL 33743

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