

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

REGISTERED
S.C.

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MORTGAGE OF REAL ESTATE

DAVID W. HENSLEY
R.M.C.

THIS MORTGAGE is dated May 21, 1984.

THE "MORTGAGOR" referred to in this Mortgage is Syed Alam.

THE "MORTGAGEE" is Nawaid Ahmad, whose address is 1216 Montague Avenue, Greenwood, South Carolina, 29646.

THE "NOTE" referred to herein consists of two (2) Notes given by Mortgagor to Mortgagee, one in the amount of \$3,000.00, the other in the amount of \$13,000.00, both, dated May 21, 1984. The Notes and any documents renewing, extending or modifying the said notes are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturities of the Notes are August 31, 1984, and July 15, 1989. The amount of debt secured by this Mortgage shall at no time exceed \$16,000.00, plus interest, attorney's fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) Expenditures by Mortgagee under paragraph 5 below; and (c) attorney's fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, his heirs and assigns, the following described property:

All that certain tract or parcel of land, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, containing Three and Six One-hundredths (3.06) acres, more or less, and being the property shown on a plat thereof prepared by Clifford C. Jones, C.E., dated April, 1952, which plat is recorded in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Plat Book "MM", at Page 7"B", which said plat is incorporated herein and made a part hereof by reference.

This is the identical property conveyed to Syed Alam and Nawaid Ahmad by deed of Naify Haggar Zahka dated January 7, 1983, which deed was filed in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, on January 7, 1983, and recorded in Deed Book 1180, at Page 469, the one-half undivided interest of Nawaid Ahmad having been conveyed to Syed Alam by deed of even date herewith, said deed being filed in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, contemporaneously herewith, and recorded in Deed Book 1213, at Page 121.

This Mortgage is a second mortgage, being junior in priority and subsequent to the lien of that certain mortgage made, executed and delivered by Syed Alam and Nawaid Ahmad to Naify Haggar Zahka dated January 7, 1983, in the original principal amount of \$85,000.00, which mortgage is recorded in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Mortgage Book 1591, at Page 304.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs and assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein.

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