



County of GREENVILLE)

THIS MORTGAGE made this 30th day of AUGUST, 1984,

by Northgate Trace Joint Venture, A South Carolina General Partnership
(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville,
South Carolina 29602

WITNESSETH:

THAT WHEREAS, Northgate Trace Joint Venture, A South Carolina General Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Nine Thousand Five Hundred Fifty-eight and 34/100 Dollars (\$ 109,558.34), which indebtedness is evidenced by the Note of Northgate Trace Joint Venture, A South Carolina General Partnership dated herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 365 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

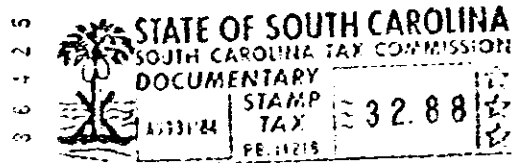
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 109,558.34 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, together with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being on the Eastern side of North Main Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Units thirteen (13), fourteen (14), fifteen (15), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42) and forty-five (45) of Northgate Trace Horizontal Property Regime, as is more fully described in Master Deed dated July 2, 1981, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1151, at Pages 35 through 121, on July 2, 1981, and further shown on survey and plot plan entitled "Northgate Trace", dated June, 1981, prepared by W. R. Williams, Jr., RLS, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1151, at Page 75, on July 2, 1981.

This is a portion of the property conveyed to the Mortgagor herein by deed of Williams Street Development Corp., conveying 85% interest, dated September 11, 1981, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1155, at Page 152, and by deed of Carolina Service Corporation of Greenville, conveying 15% interest, dated September 11, 1981, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1155, at Page 155

The Mortgagee agrees to release any unit from the lien of the within mortgage upon payment by mortgagor to mortgagee in the sum of \$7,500.00 per unit.

The Mortgagee agrees to subordinate the within mortgage to any construction loan to be placed upon the mortgaged premises by the mortgagor for construction of individual units.



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):

RECORDS

4328-1121