

WHEN RECORDED MAIL TO

MAULDIN & ALLISON

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT  
(Security for Construction Loan Agreement)**

*J.T.L.* x

THIS MORTGAGE (herein "Instrument") is made this 26 day of JULY, 1984, between the Mortgagor/Grantor, J. Thomas Latham, Jr.

whose address is 36 Woodvale Avenue, Greenville, South Carolina 29605 (herein "Borrower"), and the Mortgagee, The Lomas & Nettleton Company

, a corporation organized and existing under the laws of Connecticut, whose address is Post Office Box 225644, Dallas, Texas (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-six Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated JULY 26, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2014;

To SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 31 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated not applicable, 19    , if any, as provided in paragraph 25 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender and Lender's successors and assigns [the leasehold estate pursuant to a lease (herein "ground lease") dated not applicable, between not applicable and not applicable recorded in not applicable

in and to\*) the following described property located in Greenville County, State of South Carolina:

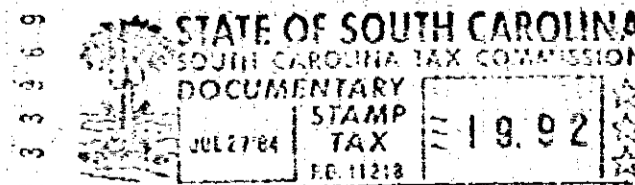
\* Delete bracketed material if not completed.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being on the Southern side of CAVALIER DRIVE in the County of Greenville, State of South Carolina, and being shown and designated as LOT 2 on a plat of CAVALIER WOODS, SECTION I, made by Freeland & Associates, Inc. dated June 1, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 45, reference being had to said plat for a more complete metes and bounds description.

THE above described property is the same acquired by the Mortgagor by deed from Cavalier Properties, a Partnership, dated July 26, 1984, to be recorded herewith.

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The Call Option Rider attached hereto and executed of even date herewith is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this (Mortgage, Deed of Trust, Deed) as if the Rider were a part hereof.