

LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARRARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
CO. S. C.

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

OCT 28 2 15 PM '80

WHEREAS, Colony Hills Associates, a General Partnership  
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. W. Bunting, Sherrill Williams, Philip Garfinkel, Bernard P. Mendelson, Sam Weinstein, G. Thomas Finnegan, James R. Hoyle and R. Gray Miller

(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 Fifty seven thousand and 00/100

Dollars (\$ 57,000.00 ) due and payable

in full seven (7) months from date

with interest thereon from date at the rate of 16% 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, containing 2 acres, more or less, lying and being situate on the northwesterly side of Century Circle in the City of Greenville, and having according to plat of Century Plaza prepared by C. O. Riddle, Surveyor, dated May 25, 1973 as revised through November 16, 1973 and recorded in Plat Book 5-D at page 13 in the RMC Office for Greenville County, South Carolina, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly side of Century Circle on boundary of property now or formerly owned by CRC 79 Partnership D and running thence along said boundary N. 71-05 W. 451.6 feet to the east boundary of the property of Ed B. Smith or formerly; thence further along said boundary N. 21-22 W. 234.1 feet to an iron pin; thence S. 68-28 E. 620.72 feet to an iron pin on the northwesterly side of Century Circle; thence along the said Century Circle S. 25-25 W. 151.13 feet to an iron pin at the point of beginning.

This is the same property conveyed to the mortgagor by deed of Real Ventures, Inc. recorded in the RMC Office for Greenville County in Deed Book 1136 at page 365 on October 29, 1980.

The mortgagee hereunder expressly agree that there should be no personal liability under this mortgage and in the event of foreclosure, no deficiency judgment will be sought in excess of the land and improvements thereon.

Mortgagee's address is: 1006 Cameron Brown Building, Charlotte, NC 28204

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
TAX \$ 22.00

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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 it 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.