P.O. Box 10025, GREBRIVALLE, 500: S. C. 9613

ecc: 1547 :43:613

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

PONNIE 5. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C

WHEREAS, JAMES F. HAWKINS AND DORIS B. HAWKINS

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILDAIRE-MERRY OAKS PARTNERSHIP, a General Parthership

(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 Sixty-two Thousand Five Hundred------

Dollars (\$62,500.00) due and payable

pursuant to note of even date herewith

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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, its successors and assigns:

умы этом этом положения воставляющей в положения в по

ALL those certain condominium units known as Units 1C, 2D, 3C, 4D,5C,6D, and 7C, Building G of Wildaire-Merry Oaks Horizontal Property Regime II as created by that certain Master Deed establishing Wildaire-Merry Oaks Horizontal Property Regime I and II recorded in the Greenville County RMC Office in Deed Book 1151 at Page 856, together with an undivided interest in and to all limited and general common elements as set forth in said Master Deed, and subject to all easements, restrictions, limitations, conditions, rights-of-way and other terms set forth in said Master Deed and otherwise appearing of record and/or actually existing upon the ground affecting said property.

This is the same property conveyed to James F. Hawkins by deed of Wildaire-Merry Oaks Partnership, a General Partnership, dated July 10, 1981 and recorded in Deed Book 1/52 at Page 2/9 on July 22, 1981.

DOCUMENTARY 25 25 20 \$7

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.

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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.