EMIC

COUNTY OF GREENVILLE

11 22 AH '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: SOEM 1557 FAGE 370

BYARS BUILDERS, INC. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

COMMERCIAL MORTGAGE COMPANY, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date kerewith, the terms of which are incorporated herein by reference, in the sum of Twenty-eight Thousand Eight Hundred and 00/100

in accordance with terms and conditions of Note dated November 6, 1981

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 aforesaic 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 Mortgager 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 gransed, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mertgagee, its successors and as-

"All that certain piece, percel 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, being known and designated as Lot 94 entitled "Kings Court Subdivision." Said plat is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 78. For a more complete and full description, reference is hereby made to the plat described.

This being a portion of the property conveyed to the Mortgagor by deed of Frank Ulmer Lumber Company, Inc., recorded September 4, 1981 in Deed Book 1154 at Page 696, RMC Office, Greenville County.

Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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 triat it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convay 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 whomspaver fawfully claiming the same or any part thereof.