

c/o James G. Nance  
512 Cleveland Street, Greenville, S.C.

1557 509

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
CO. S. C.

**MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN.**

WHEREAS, HERITAGE HOMES, INC. 15 AM '81

(hereinafter referred to as Mortgagor) is well and truly indebted unto ORCHARD PARK ASSOCIATES, A GENERAL PARTNERSHIP,

(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 One Hundred Twenty-Five Thousand and No/100----

Dollars (\$125,000.00) due and payable

The entire principal balance and accrued interest shall be due and payable two (2) years from the date hereof. Interest shall accrue for two (2) years as simple interest.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
\$50.00

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of twenty 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, its 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, being more fully shown on a plat prepared for Heritage Homes, Inc. by Carolina Surveying Company dated October 21, 1981, and containing 0.75 acres (32,642 square feet), and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Brendan Way, which iron pin is located 96.3 feet from the intersection of Brendan Way and Orchard Park Drive, and running thence N. 59-54 W. 211.32 feet to an iron pin; running thence N. 42-40 E. 110 feet to an iron pin; running thence N. 84-28 E. 205.86 feet to an iron pin on the Western side of Brendan Way; running thence with the Western side of Brendan Way S. 20-23 W. 94.53 feet to an iron pin and S. 26-36 W. 97.19 feet to an iron pin and S. 32-54 W. 37.19 feet to the point of beginning.

**ALSO:**

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being more fully shown on a plat prepared for Heritage Homes, Inc. by Carolina Surveying Company dated October 21, 1981, and containing 0.99 acres (43,055 square feet), and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Brendan Way, which iron pin is located 1,219.7 feet from the intersection of Brendan Way and Pelham Road, and running thence along the line of property of Howard S. 75-05 E. 170.86 feet to an iron pin in the line of property of Tate; running thence along the line of property of Tate S. 6-14 E. 254.19 feet to an iron pin on the Northern side of Orchard Park Drive; running thence with the Northern side of Orchard Park Drive the following metes and bounds, to-wit: N. 57-55 W. 53.33 feet to an iron pin; N. 56-47 W. 99.37 feet to an iron pin; N. 55-39 W. 99.37 feet to an iron pin; N. 54-31 W. 49.38 feet to an iron pin at the intersection of Orchard Park Drive and Brendan Way; running thence with the curvature of said intersection, the chord of which is N. 9-14 W. 35.2 feet to an iron pin, on the Eastern side of Brendan Way; running thence with the Eastern side of Brendan Way N. 36-03 E. 36.1 feet to an iron pin and N. 32-54 E. 77.7 feet to the point of beginning.

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This is the identical property conveyed to the Mortgagor herein by First Trust Investment Company, Inc. by deed of even date to be recorded simultaneously herewith.

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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.

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