

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

1567 533

REC'D
S.C.
APR 22 PM '82
MRS. SLEW

WHEREAS, Market Square Partners, Ltd., No. 2, a North Carolina limited partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Union National Bank of North Carolina, 209 North Main Street, High Point, North Carolina 27261 (hereinafter referred to as Mortgagee) for money to be loaned pursuant to a Loan Agreement entered into between Mortgagor and Mortgagee of even date herewith, the provisions of which are incorporated herein by reference, 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 Nine Hundred Thirty-One Thousand Four Hundred Twenty-Five

and no/100*****Dollars (\$931,425.00**) due and payable on or before April 6, 1986. This Mortgage is given wholly to secure future obligations which may be incurred hereunder. The amount of present obligations secured hereunder is none; the maximum amount to be advanced hereunder shall not exceed the face amount of the Note above referred to. Such future obligations by the Mortgagee are obligatory provided that all conditions of the Note, Loan Agreement, and this Mortgage have been met and there is no default therein and provided that such future obligations are incurred not later than March 6, 1982.

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:

those ~~ALL THOSE~~ piece/parcel or lot/s of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, more particularly described as follows:

TRACT ONE:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 50 shown on a plat of the subdivision of PALMETTO DOWNS, Section II, recorded in the RMC Office for Greenville County in plat book 7-C page 96, being the property conveyed to the Grantor from Market Square Associates, Inc., a North Carolina corporation, by deed to be recorded in RMC Office for Greenville County, South Carolina.

TRACT TWO:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 11 shown on a plat of the subdivision of FOREST ACRES, Sec. 1, recorded in the RMC Office for Greenville County in plat book 8-P page 35, being the property conveyed to the Grantor from Market Square Associates, Inc, a North Carolina corporation, by deed to be recorded in RMC Office for Greenville County, South Carolina.

TRACT THREE:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 1-C of a subdivision known as WOODWIND TOWNHOUSES, Phase I, according to a plat thereof, dated December 2, 1981, prepared by Heaner Engineering Co., Inc. and recorded in the RMC Office for Greenville County in plat book 8-P at page 52, and having such metes and bounds as shown thereon. This is the property conveyed to the Grantor from Market Square Associates, Inc., a North Carolina corporation, by deed to be recorded in the RMC Office for Greenville County, South Carolina.

TRACT FOUR:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 4-C of a subdivision known as WOODWIND TOWNHOUSES, Phase I, according to a plat thereof, dated December 2, 1981, prepared by Heaner Engineering Co., Inc. and recorded in the RMC Office for Greenville County in plat book 8-P at page 52, and having such metes and bounds as shown thereon. This is the property conveyed to the Grantor from Market Square Associates, Inc., a North Carolina corporation, by deed to be recorded in the RMC Office for Greenville County, South Carolina.

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
APR-82 TAX 372.60

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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