GP:

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SQUILCAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GROUP III ASSOCIATES, a General Partnership

, hereinaster called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto of the State of Iowa

Bankers Life Company, a corporation

, a corporation , hereinafter

organized and existing under the laws of called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by Twenty-Eight Thousand Two Hundred and 00/100reference, in the principal sum of Dollars (\$ 28,200.00

twelve --per centum (12.00 with interest from date at the rate of per annum until paid, said principal and interest being payable at the office of Bankers Life Company, Des Moines, Des Moines, Iowa Polk County, Iowa or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Ninety

Dollars (\$ 290.18 and 18/100-, 19 83, and on the first day of each month thereafter until the princommencing on the first day of cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable February 2013 on the first day of

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina and being known as a portion of Lot 3 of property of W.T. Jones on plat by J. A. Adams, and being shown on plat prepared for Group III Associates by J. L. Montgomery III, RIS, on January 10, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-1 at Page 13 having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of North Maple Street and Jones Avenue & running thence along said Jones Avenue S. 80-30 W. 163.4 feet to a spike in pavement; thence turning and running S. 16-0 E. 95.7 feet to an iron pin; thence turning and running N. 81-52 E. 163.4 feet to a point, thence turning and running along North Maple Street N. 15-43 W. 99.57 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Marian K. Bramlett et al dated July 24, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1152 at Page 495 on July 28, 1981 and re-recorded to correct description on January 12, 1983.

Hall OF SOUTH CAROLI

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

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1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

HUD-92175M (1-79)