

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE
MORTGAGE OF REAL ESTATE
APR 28 2 51 PM '83
DONNIE S. BARKER
R.M.C.

BOOK 1604 PAGE 228

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EDGEWOOD INVESTORS, A GENERAL PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles F. Sims and Lewis C. Barker

(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 Three Thousand and No/100 Dollars (\$ 10,000.00) due and payable

according to the terms of the Note.

with interest thereon from April 28, 1983 at the rate of Twelve (12%) per centum per annum, to be paid: April 28, 1985

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:

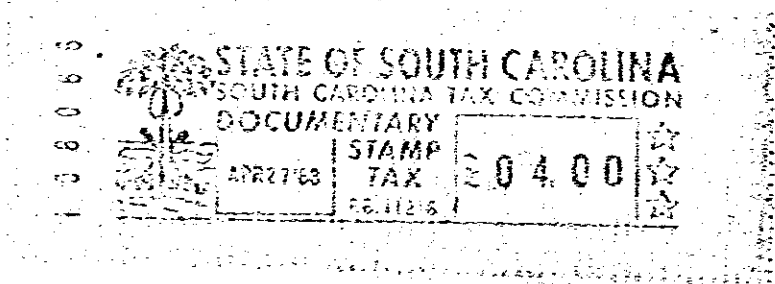
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State and County aforesaid, being known and designated as Lot No. 5 on Plat of Oak Tree Plaza, by Enwright Associates, dated June 24, 1974, to be recorded, and according to a later plat by James R. Freeland & Associates, R.L.S. dated 4/28/83 and recorded in the Greenville R.M.C. Office in Plat Book 9-S at Page 2 and having the metes and bounds shown thereon, reference to which is craved for a more complete description.

THIS conveyance is made subject to all easements, rights-of-way or restrictions, either recorded or to be recorded, which will affect the whole of Oak Tree Plaza, and to all setback lines, or other zoning restrictions, and to all matters which would appear, or should appear by inspection of the premises.

This is the same property conveyed to the Mortgagor herein by general warranty deed of Charles F. Sims and Lewis C. Barker and recorded in the RMC Office for Greenville County on April 28, 1983 in Deed Book 1187 at Page 252.



400 3 35201A01

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 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 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.