

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **CARDIFF PROPERTIES, A SOUTH CAROLINA PARTNERSHIP**

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

(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

THIRTY-FIVE THOUSAND & no/100-----Dollars (\$ 35,000.00) due and payable on September 23, 1983.

with interest thereon from **date** at the rate of **12.50** 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:

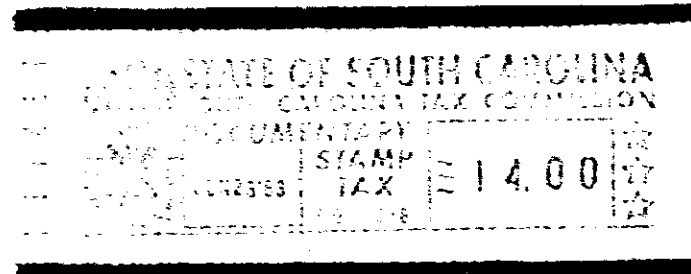
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that lot of land in Greenville County, South Carolina, known and designated as Lot No. sixteen (16) as shown on a plat entitled **Chanticleer Townhouses, Phase I**, made by Webb Surveying and Mapping Company, dated July 1979, and recorded in the RMC Office for Greenville County in Plat Book 7C at Page 70.

This conveyance is subject to and includes all the terms, provisions, conditions, covenants, restrictions, rights, privileges, obligations, rules and regulations as promulgated from time to time by the Homeowner's Association, easements, and liens contained in the Declaration of Covenants and Restrictions for Chanticleer Townhouses, Inc., Greenville, South Carolina, and Provisions for Chanticleer Townhouses Property Owner's Association, Inc., dated October 10, 1979, recorded in the RMC Office for Greenville County in Deed Book 1113, at Page 319. Specifically included among the provisions of those covenants is the responsibility that the Mortgagor herein pay to the Association (1) Annual assessments or charges, (2) Special assessments as set forth in the covenants, and that these assessments together with such interest thereon and costs of collection therefor as provided in the covenants shall be a charge and continuing lien on the land and all improvements thereon against which each such assessment is made. These assessments shall also be the personal obligation of the Mortgagor hereunder.

The fee title to any lot or land described as bounded by common property or shown on the recorded plat as abutting said common property shall not extend to or upon such common property.

This being the same property conveyed to Cardiff Properties, a Partnership, by deed of Chanticleer Townhouses, Inc., a South Carolina Corporation, dated March 2, 1983 and recorded in the RMC Office for Greenville County, South Carolina on March 3, 1983 in Deed Book 1183 at Page 567.



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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