

MORTGAGE - INDIVIDUAL FORM

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JUL 22 10 11 AM '83

DONNIE S. TINKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAXWELL POINTE INVESTORS, A South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARGARET LOUISE M. GRIFFITH, RUBY CAROLYN M. ROSAMOND, JAMES ALBERT MAXWELL, JIM M. MAXWELL, JOE B. MAXWELL and SMITH L. MAXWELL (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 Two Hundred Thirty-three Thousand Four Hundred Sixty and no/100ths - Dollars (\$ 233,460.00) due and payable as set forth in said note

with interest thereon from date at the rate of 10 per centum per annum, to be paid: annually

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 piece, parcel or tract of land, containing 8.956 acres, more or less, situate, lying and being on the northern side of Woodruff Road (S. C. Highway No. 146) and the western side of S. C. Highway No. 14, in Greenville County, South Carolina, being a portion of the Kate S. Maxwell and C. M. Maxwell Estates as shown on a plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book 8-K, page 31, and having according to a survey of MAXWELL POINTE, made by Dalton & Neves Company, Engineers, dated June, 1983, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Woodruff Road at the southwesternmost corner of property fronting on Woodruff Road as shown on Plat Book 8-K, page 31, and at the corner of property now or formerly owned by Mary L. Helms and Addie Jo Helms and running along the line of said property, N. 29-48 E., 519.83 feet to an iron pin; thence N. 37-41 W., 175.82 feet to an iron pin on Batesville Road; thence along the southern side of the right of way of Batesville Road, N. 46-46 E., 150 feet to an iron pin; thence along the line of other property owned by Margaret Louise M. Griffith, et al, S. 43-15 E., 264.5 feet to an iron pin; thence continuing along the line of other property of Margaret Louise M. Griffith, et al, S. 85-24 E., 463.02 feet to an iron pin on the eastern side of S. C. Highway No. 14; thence along the western side of the right of way of S. C. Highway No. 41, the following courses and distances: S. 0-03 E., 68.4 feet to a point, S. 1-35 E., 151.62 feet to a point, and S. 2-37 E., 48.5 feet to an iron pin; thence along the line of property designated as "Jim M. Maxwell" S. 87-23 W., 175.0 feet to an iron pin; thence continuing along the line of said property, S. 2-36 E., 240.54 feet to an iron pin on the northern side of Woodruff Road; thence along the northern side of Woodruff Road, the following courses and distances, N. 83-46 W., 45.56 feet to an iron pin, N. 85-16 W., 200.82 feet to an iron pin, N. 85-51 W., 165.63 feet to an iron pin, and N. 86-35 W., 335.41 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of the Mortgagee of even date herewith to be recorded.

The Mortgagor reserves the right to have released in due form of law upon request all or any portion of the property, subject to the provisions of this paragraph, at the rate of \$32,500.00 per acre, which release payments shall be applied toward the principal balance due on the note which this mortgage secures. All obligatory principal payments due hereunder at the rate of \$58,365.00 per year as provided in the note which this mortgage secures shall at the request of the Mortgagor be credited toward a release or releases of property at the rate of \$32,500.00 per acre, without additional payment of (CONTINUED ON PAGE 3)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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