

State of South Carolina

County of GREENVILLE

GREENVILLE FILED

OCT 11 03 1983

BOOK 1629 PAGE 632

Mortgage of Real Estate



THIS MORTGAGE made this 3d day of October, 19 83.

by CAVALIER PROPERTIES, a Partnership

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville,

South Carolina 29602

WITNESSETH:

THAT WHEREAS, CAVALIER PROPERTIES, A PARTNERSHIP

is indebted to Mortgagee in the maximum principal sum of ONE HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FIVE AND NO/100 ----- Dollars (\$ 137,325.00 ), Which indebtedness is evidenced by the Note of CAVALIER PROPERTIES, A PARTNERSHIP----- of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is One (1) year after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 137,325.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Parcel I on a plat made by FREELAND & ASSOCIATES dated May 19, 1983 and entitled "SURVEY FOR CAVALIER PROPERTIES PARTNERSHIP" which is recorded in the RMC Office for Greenville County in Plat Book 9R at Page 43 said parcel containing 7 acres, reference being had to said plat for a more complete metes and bounds description. This property is the northern section of that property now or formerly shown in the Block Book records for Greenville County as being Lot #5 of Block 1 on Sheet M14.3 and has now been assigned the Block Book number of M14.3-1-5.6.

The above described property is the same acquired by the mortgagor by deed from MARY COCHRAN ASHMORE dated May 23, 1983 and recorded in the RMC Office for Greenville County on May 26, 1983 in Deed Book 1188 at Page 908.

ALSO: ALL that certain piece, parcel or lot of land, containing 5.83 acres, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southerly side of CAVALIER DRIVE, being shown on a plat entitled "SURVEY FOR CAVALIER PROPERTIES PARTNERSHIP" dated July 15, 1983, prepared by FREELAND & ASSOCIATES, ENGINEERS-SURVEYORS (W. B. HUNTLEY, RLS), recorded in the Office of the RMC for Greenville County in Plat Book 10C at Page 11 and having, according to said plat, the following metes and bounds to wit:

BEGINNING at a point on the southerly side of right-of-way of CAVALIER DRIVE, which point is 789 feet more or less east of right-of-way of MAULDIN ROAD; running thence along the southerly side of CAVALIER DRIVE N. 80-43 E. 643.66 feet to a point in line of WENWOOD PROPERTIES; thence turning and running along the line of said property S. 0-25 W. 630.20 feet to a point in line of other property of mortgagor (formerly MARY C. ASHMORE PROPERTY); thence along the

(CONTINUATION OF PAGE THREE)

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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