

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAN 28 45 AM '85

WHEREAS, WE, HOWARD W. COVINGTON, JR. and IRVINE T. WELLING, III by his Attorney
in fact, Howard W. Covington, Jr. ~~BOYD S. FARRERSLEY~~
R.H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto WESTMINSTER COMPANY
PO Box 16449 Station B
Greenville, S. C. 29606

(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 Twenty-four Thousand ----- Dollars (\$ 224,000.00) due and payable
six (6) months from date

with interest thereon from _____ date _____ at the rate of / prime plus 1% in accordance with NCNB rate
per centum per annum, to be paid: semi-annually

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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:

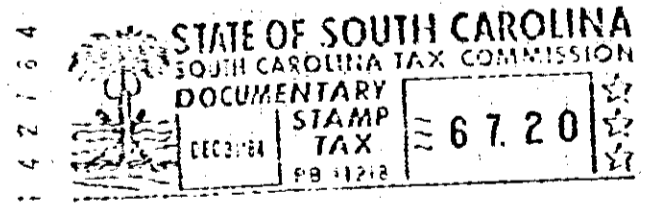
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 3DI and Unit No. 3DII and Unit No. 3CI and Unit No. 3CII of Riverside Condominium Office Park Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated December 23, 1982 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1179 page 529 through 608 inclusive on December 27, 1982 and rerecorded in Deed Volume 1181 at page 866 through 948 inclusive on February 2, 1983, as amended by the First Amendment to Declaration (Master Deed) dated February 28, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1183 at page 278 on February 28, 1983 and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 9-J at pages 20 and 21, and survey and plot plan recorded with the First Amendment to Declaration (Master Deed) in Deed Book 1183 at page 278, and as further amended by the Second Amendment to Declaration (Master Deed) dated October 21, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1201 page 861 and survey and plot plan recorded with the Second Amendment to Declaration (Master Deed) in Deed Book 1201 page 861.

This is the same property conveyed to mortgagors by Westminster Company by deed of even date herewith to be recorded.

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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.

4. 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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