

MORTGAGE OF REAL ESTATE -

BOOK 1536 PAGE 716

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 81 PAGE 785

FILED

CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HAR 31 3 13 PM '81

WHEREAS, SCHWIERS AT CLEVELANDS DEVELOPMENT, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN SERVICE CORPORATION

(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 ONE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$180,000.00--) due and payable

Mortgagee agrees to release the above described lots at the rate of \$10,000.00 per lot, all of which shall be applied to the principal balance reduction.

The terms and conditions of that certain commitment letter dated March 30, 1981 are hereby incorporated by reference and made a part hereof.

This mortgage is junior in lien to that certain mortgage given to William Schwiers, Jr. and Frances S. Frye in the original amount of \$450,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1505, page 997 on June 25, 1980. Thereafter the interest of William Schwiers, Jr. in the above mortgage was assigned to Southern Bank and Trust Company as will appear by Assignment recorded in the RMC Office for Greenville County in Mortgage Book 1514, page 922 on September 8, 1980.

College
Bozaman, Grayson & Smith, Attorneys
OSST 18 TR 2 1550
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PAID, SATISFIED & CANCELLED
SOUTHERN SERVICE CORP.

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DATE August 15, 1983

Assistant Vice Pres. [Signature]
WITNESS [Signature]

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DONNIE S. JANKO
R.M.C. SLEY

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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 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.

GREENVILLE OFFICE SUPPLY CO. INC.

Donnie S. Janko
RMC

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