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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, RIVERSIDE FAMILY PRACTICE ASSOCIATES, P. A.

hereinafter referred to as Mortgagor) is well and truly indebted unto THE PROFIT SHARING PLAN & TRUST OF RIVERSIDE FAMILY PRACTICE ASSOCIATES, P. A.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagon's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of PIFTY-EIGHT THOUSAND ONE HUNDRED EIGHT & 65/100

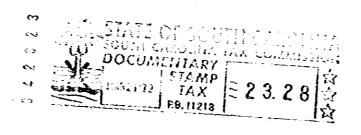
Dollars is 58, 108.65 ) due and pivible

as follows: With interest from date on the unpaid balance at the rate of 9% per annum, to be paid at the rate of \$500.00 per month, which shall be applied first to interest and then to principal, beginning February 1, 1979. On March 1, 1984, the entire remaining principal balance, together with any unpaid interest shall be paid in full.

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$5,00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 Greenville, as shown on a plat entitled "Professional Park-on-Cleveland" by Campbell and Clarkson Surveyors, Inc., dated December 27, 1971, described as Lot Number One (1), containing approximately twenty thousand three hundred eighty-nine (20,389) square feet more or less and being the same tract of land being conveyed to Grantor by Joseph A. Wells, Trustee for Profit Sharing Plan of Orthodontic Associates, P. A., by deed recorded at Deed Book/1000 at page 387 herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertainible, 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 compared to the 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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