

State of South Carolina

Mortgage of Real Estate

County of Greenville

THIS MORTGAGE is dated 10/12/88
THE MORTGAGOR referred to in this Mortgage is
THE MORTGAGEE is NCNB SOUTH CAROLINA, HOME LENDING
DEPARTMENT, C. O. 1900

BOOK 22 PAGE 303

THE NOTE is a note from Manley Furman Haywood, Jr. to Mortgagor in the amount of \$ 400,000.00, dated 10/12/88. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is November 1, 1993. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below shall at no time exceed \$ 400,000.00 plus interest, attorneys' fees and court costs incurred in collection of amounts due hereunder and Expenditures by Mortgagor under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure the repayment of the following amounts with interest (a) the indebtedness evidenced by the Note, (b) any Future Advances made under paragraph 13 below, (c) Expenditures by Mortgagor under paragraph 5 below, and (d) attorney's fees, court costs and other amounts which may be due under the Note and this Mortgage in consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving. Mortgagor does hereby mortgage grant and convey to Mortgagor, its successors and assigns the following described property:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville containing 5.53 acres as is more fully shown on a survey entitled "Bent Brook Townhouses, Property of Manley P. Haywood, Jr." dated October 7, 1988 prepared by W. R. Williams, Jr., Engineer/Surveyor, and having according to said survey the following metes and bounds to-wit:

BEGINNING at an iron nail on the western side of Miller Road at the corner property of Miller Oaks Village and running thence with the line of said property N 88-58 W 279.90 feet to an iron nail; running thence still with the line of property of Miller Oaks Village N 6-35 E 157.60 feet to an iron pin; running thence still with the line of property of Miller Oaks Village N 50-55 W 503.88 feet to an iron pin on the bank of Gilder Creek and running thence along Gilder Creek as the line, the traverse line of which is N 81-41 E 386.88 feet and 262.0 feet to an iron pin; thence continuing along Gilder Creek as the line, the traverse line of which is S 58-48 E 137.40 feet to an iron nail on the western side of Miller Road. Running thence with the western side of Miller Road the following courses and distances to-wit: S 24-42 W 100.0 feet to an iron nail; S 16-26 W 100.0 feet to an iron nail; S 8-49 W 37.0 feet and 123.40 feet to an iron nail; running thence S 88-58 E 6.10 feet to an iron pin; running thence S 6-35 W 157.60 feet to the point of BEGINNING.

This being the same property conveyed to Manley Furman Haywood, Jr. by the following: 1) Deed from Lilly S. Blakely recorded July 31, 1968 in Deed Book 649, Page 397 and 2) Deed from Kenneth B. Eberhardt and Bobbie T. Eberhardt recorded October 5, 1988 in Deed Book 1340, Page 288.

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).

RECORDED IN THE RECORDS OF THE

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