

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 1224 PAGE 175

MORTGAGE OF REAL ESTATE

MAR 1 1 23 PM '72
LOLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I-385, Inc.

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

Century Plaza Associates

(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 Thirty-Five Thousand and No/100

as follows: I-385, Inc. agrees to pave the streets abutting property located on Century Drive, Greenville, S. C. sold this day to Century Plaza Associates and to bring a sewer line to said property, said work to commence within a reasonable time from date and to be completed within a reasonable time. In the event I-385, Inc. fails to pave said streets and install said sewer line, this note shall become due and payable as liquidated damages.

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, 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, adjacent to a tract of land containing 140,134 square feet as shown on a survey prepared by C. O. Riddle, Surveyor, dated February 28, 1972; the within tract of land contains approximately three and one-half (3-1/2) acres and is bounded on the southeast by said tract containing 140,134 square feet, on the northeast by an unnamed fifty (50) foot road, on the northwest by said unnamed fifty (50) foot road and on the southwest by said unnamed fifty (50) foot road. Said fifty (50) foot unnamed road is the boundary of the within property except for the tract of 140,134 square feet on the southeast.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.