STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

THIS MORTGAGE is made this 6 day of July, 1979, between the Mortgagor, BABBS HOLLOW DEVELOPMENT COMPANY, a General Partnership, (herein called "Borrower"), and the Hortgagee, The South Carolina National Bank, (herein called "Bank"), whose address is 15 South Main Street, Greenville, South Carolina.

WHEREAS, Borrower is well and truly indebted unto Bank as evidenced by the Bank's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Million Two Hundred Fifteen Thousand and No/100 (\$1,215,000.00) Dollars, due and payable under the terms of which, the final payment, unless otherwise sooner paid, is due and payable Seven (7) years from the date hereof, with interest thereon from date at the rate provided for in said note, payable as provided for in said note.

WHEREAS, the Borrower may hereafter become indebted to the said Bank for such further sums as may be advanced to or for the Borrower's account for taxes, insurance premiums, public assessments, or for any other purposes:

NOW, KNOW ALL MEN, that the Borrower, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Borrower may be indebted to the Bank at any time for advances made to or for his account by the Bank, and also in consideration of the further sum of Three Dollars (\$3.00) to the Borrower in hand well and truly paid by the Bank 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 Bank, its successors and assigns:

ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto Bank and Bank's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, rights and appurtenances, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Nortgage; and all of the foregoing, together with said property are herein referred to as the "Premises".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered, and that Borrower will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Bank's interest in the Property.

BORROWER and BANK covenant and agree as follows:

- 1. All of the provisions of the Loan Documents referred to in the Loan Agreement executed the same date as this Mortgage shall be deemed to be incorporated into this Mortgage to the same extent and effect as they would be if fully set forth herein and made a part of this Mortgage.
- 2. That this Mortgage shall secure the Bank of such further sums as may be advanced hereafter, at the option of the Bank, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Bank; and all sums so advanced shall bear interest at the same rate

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