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MORTGAGE OF REAL ESTATE

BOOK 1590 PAGE 33 2390 E. North Greenville, SC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D 3 14 PM '82
JONAS CAMPBELL
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILDAIRE-MERRY OAKS PARTNERSHIP, a General Partnership-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK E. SHAW-----

(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 Forty-Five Thousand and No/100----- Dollars (\$145,000.00--) due and payable

on February 20, 1983,

with interest thereon from date at the rate of 13% per centum per annum, to be paid: at maturity.

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

ALL those certain condominium units located in Wildaire-Merry Oaks Horizontal Property Regime I and II as created by that certain Master Deed establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, dated July 10, 1981, recorded in the Greenville County RMC Office in Deed Book 1151 at Page 856, et seq., as amended by First Amendment to Master Deed establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, dated August 4, 1982, recorded in the Greenville County RMC Office in Deed Book 1171 at Page 817, together with the undivided interests in and to all limited and general common elements as set forth in said Master Deed and the First Amendment to Master Deed, and subject to all easements, restrictions, limitations, conditions, rights-of-way and other terms set forth in said Master Deed and otherwise appearing of record and/or actually existing upon the ground affecting said condominium units;

LESS, HOWEVER, and EXCEPTING THEREFROM, the following units: 1C, 2D, 3C, 4D, 5C, 6D, 7C, 22D, 9C, 8D, 10D, 32A, 14D, 27C, 26D, 17C, 25C, 20-D and 21-C.

This is the remaining portion of the property conveyed to the Mortgagor by deed of Jack E. Shaw recorded in the Greenville County RMC Office in Deed Book 1117 at Page 893 on December 26, 1979.

The lien of the within mortgage is junior in priority to the lien of that certain mortgage previously given by the Mortgagor to South Carolina Federal Savings and Loan Association recorded August 11, 1982, in the Greenville County RMC Office in REM Book 1577 at Page 613.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
TAX STAMP
REC'D 3 14 PM '82
58.00

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.

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