(803) 242-9958

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: 1590 FATE 560

I, Douglas WHEREAS,

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

CHANTICLEER TOWNHOUSES, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated TWENTY-FIVE THOUSAND and 00/100 herein by reference, in the sum of

) due and payable Dollars (\$ 25,000.00

on March 28, 1983

This obligation bears no interest.

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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 Mortgager in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hearby 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, known and designated as lot # 20 on a Plat entitled Chanticleer Townhouses, Phase I, made by Webb Surveying and Mapping Company, dated July 1979, and recorded in the RMC Office for Greenville County in Plat Book 7C at Page 70.

This mortgage is made subject to all restrictions, easements, covenants and other encumberances running with the land either in gross or of record, and specifically subject to those restrictions referenced in the deed from Chanticleer Townhouses, Inc. to the mortgagor herein.

This is the same property conveyed to Douglas N. Kelly from Chanticleer Townhouses Inc. by warranty deed, dated 12/28/82 and recorded simultaneously with this mortgage in Deed Book 1179 at Page 889 in the R.M.C. Office of Greenville County.

This is a purchase money mortgage.

This mortgage is a senior in priority to that mortgage given the same day from the mortgagor herein to Community Bank.

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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 Pusual 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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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. CHARLE OF LACE WATER CO. INC.