

State of South Carolina

GREENVILLE S.C.
FILED
JUN 2 2 58 PM '83
DONALD S. ...
R.M.C. ...
May

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 31st day of May, 19 83

by HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is 306 E. North Street, Greenville, S.C. 29601

WITNESSETH:

THAT WHEREAS, HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of SEVENTY THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 70,300.00--), Which indebtedness is evidenced by the Note of HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of Nov. 28, 1983 which is 6 months after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 70,300.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Nos. 22, 23, 24, 25, 26, 27, 28, 29 and 30 on a plat entitled "Schwiers at Cleveland", prepared by Dalton & Neves Co., Engineers, dated April, 1980 and recorded in the R.M.C. Office for Greenville County in Plat Book 7X, page 20, reference to said plat is hereby craved for metes and bounds descriptions.

This is the same property conveyed to the above named mortgagor by deed of College Properties, Inc. to be recorded of even date herewith.

This mortgage is junior in lien to that mortgage given to College Properties, Inc. in the original amount of \$281,200.00 to be recorded of even date herewith.

This mortgage is executed pursuant to authority granted by Agreement and Certificate of Limited Partnership of Harvest Lane Townhomes, A Limited Partnership dated October 12, 1982, filed October 14, 1982 in the Office of the Clerk of Court for Greenville County, Judgment Roll #82-6976.

Upon request by mortgagor, mortgagee agrees to subordinate the lien evidenced by this mortgage to construction loans on any two of the lots covered by this mortgage. It is understood that the construction loans will not necessarily be requested simultaneously. Other than the lien on the two lots so subordinated, the lien of this mortgage shall remain in full force and effect. Further it is agreed that upon payment of \$35,000.00, which payment shall be applied toward the principal, mortgagee agrees to release one of the lots affected by the subordination. The other lot shall be released and the mortgage cancelled upon payment of the balance of unpaid principal and accrued and unpaid interest.

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);

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