

MORTGAGE OF REAL ESTATE -
 STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1545 PAGE 817
 MORTGAGE OF REAL ESTATE BOOK 81 PAGE 764

FILED
 CO. S. C.
 3 28 AM '81
 DONNIE S. TANKERSLEY
 R.M.C.

WHEREAS. SCHWIERS AT CLEVELAND DEVELOPMENT, INC.

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

(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 SEVENTEEN THOUSAND AND NO/100 Dollars (\$117,000.00) due and payable

as evidenced by note of even date herewith

Mortgagee agrees to release the above described lots at the rate of \$5,000.00 per lot on this mortgage, all of which shall be applied to the principal balance reduction.

The terms and conditions of that certain commitment letter dated June 30, 1981, are hereby incorporated by reference and made a part hereof.

This mortgage is junior in lien to that certain mortgage given to William Schwiers, Jr., and Frances S. Frye in the original amount of \$450,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1505, page 997, on June 25, 1980. Thereafter the interest of William Schwiers, Jr. in the above mortgage was assigned to Southern Bank and Trust Company as will appear by Assignment recorded in the RMC Office for Greenville County in Mortgage Book 1514, page 922, on September 8, 1980.

This mortgage is also junior in lien to that certain mortgage given to Southern Service Corporation in the original amount of \$180,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1536, page 716, on March 31, 1981.

5516

PAID SATISFIED & CANCELLED
 SOUTHERN SERVICE CORP.

DATE August 15, 1983
 [Signature]

WITNESS [Signature]

STATE OF SOUTH CAROLINA
 DOCUMENTARY STAMP TAX \$45.80

FILED
 GREENVILLE CO. S. C.
 AUG 16 2 26 PM '83
 DONNIE S. TANKERSLEY
 R.M.C.

Created
 Bonnie S. Tankersley
 R.M.C.

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, executors 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.

GREENVILLE OFFICE SUPPLY CO. INC.

Bozeman, Grayson & Smith, Attorneys

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