CAROLINA

STATE OF ROUNTIXEXHOLDXX
COUNTY OF GREENYHXEX

TO ALL WHOM THESE PRESENTS MAY CONCERN: CUNNINGHAM & SUMMERS ASSOCIATES, A GENERAL PARTNERSHIP

(hereinafter referred to as Mortgagor) SEND(S) GREETING:
HOLLY TREE PLANTATION, A
LIMITED PARTNERSHIP

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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.

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ALL those pieces, parcels or tracts of land aggregating 36.31 acres, more or less, situate, lying and being on the southwestern side of South Carolina Highway No. 14 and Bethel Road, on the southeastern side of Bethel Road and on the southern side of Camelot Drive in Austin Township, Greenville County, South Carolina, being shown and designated as Condominium Sites No. 1 (A), 2 (B), 3 (C) and 4 (D) on a plat of Holly Tree Plantation made by Enwright Associates Engineers dated May 23, 1973, recorded in the RMC Office for Greenville County, S. C., on May 30, 1973, in Plat Book 4-Z, pages 36, 37, 38 and 39 and being more particularly described by metes and bounds on Schedule A attached hereto, incorporated herein by reference and made a part hereof as though fully set forth herein. Condominium Site No. 4 (D) described in Plat Book 4-Z, page 39, is amended by an amended plat, dated June 26, 1973, recorded in Plat Book 4-Z, page 57, incorporated herein by reference and made a part hereof.

Notwithstanding any term or condition contained herein to the contrary, there shall be no personal liability enforced against the mortgagor, or against Charles E. Cunningham, Jr. or Roy T. Summers, either jointly or severally, for the indebtedness secured hereby, and in the event of any foreclosure pursuant to any powers or rights granted herein or by statute, the mortgagor, Charles E. Cunningham, Jr. or Roy T. Summers shall not be severally or jointly liable for any such deficiency and no holder or owner hereof or transferee of any owner or holder shall have the right to pursue any remedy, legal or otherwise, seeking such deficiency.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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