

Mortgagee's Address: 1301 Rutherford Road, Greenville, S.C. 29607

169-121

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

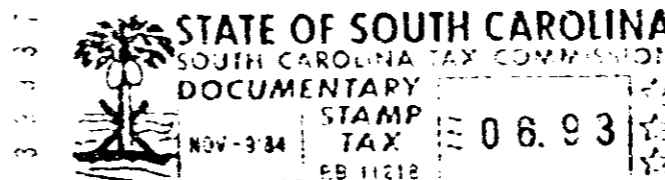
WHEREAS, DAVIDSON-VAUGHN, A SOUTH CAROLINA PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROSCOE CITIZENS BUILDER MART, INC.

(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 Twenty-three thousand seven dollars and 17/100-----

Dollars (\$ 23,070.17) due and payable

in full upon the sale of Unit 4 or Unit 10 Creekside Villas Subdivision, Pebble Creek, Greenville, South Carolina, or ninety (90) days from date whichever first occurs,



ninety days from date hereof eighteen (18%) percent
with interest thereon from / at the rate of / per centum per annum, to be paid:

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 that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 4 of a Planned Unit Development known as Creekside Villas, Phase I, as shown on plat thereof dated August 2, 1982 prepared by Arbor Engineering, Inc. and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 97 and having such metes and bounds as appears thereon.

ALSO:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 10 of a Planned Unit Development known as Creekside Villas, Phase II, as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 79 and being more fully shown as Lot 10 according to a property survey for Davidson-Vaughn, prepared by Arbor Engineering, P. O. Box 263, Greenville, SC, dated April 11, 1984, being recorded in the RMC Office for Greenville County in Plat Book 10-N at Page 7 and having such metes and bounds as appears thereon.

These two lots being a portion of that property conveyed to Davidson-Vaughn, a South Carolina Partnership by deed of Pebblepart, Ltd. recorded May 6, 1981 in the RMC Office for Greenville County in Deed Book 1147 at Page 548.

As to Lot No. 4 this mortgage is second and junior in lien to that certain mortgage given by Davidson-Vaughn, a South Carolina Partnership dated December 2, 1982 in favor of First Federal Savings and Loan Association of South Carolina in the original sum of \$50,100.00 and recorded in the RMC Office for Greenville County on December 3, 1982 in Mortgage Book 1587 at Page 977.

As to Lot No. 10, this mortgage is second and junior in lien to that certain mortgage given by Davidson-Vaughn, a South Carolina Partnership dated April 13, 1984 in favor of South Carolina Federal Savings and Loan Association in the original sum of \$60,000.00 and recorded in the RMC Office for Greenville County on April 16, 1984 in Mortgage Book 1657 at Page 392; subsequently re-recorded on June 28, 1984 in Mortgage Book 1669 at Page 750.

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 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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