Mortgagee's address: Post Office Box 126, Greer, S.C. 29651

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRUST, GREENVILLE, S.C. 2960

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

UN 8 4 11 PHOTAL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C.

WHEREAS, THE STONEGROUP, a GENERAL PARTNERSHIP----

bereinafter referred to as Mortgagor) is well and truly indebted unto RITA PRICE PEEPLES, PHYLLIS P. PEEPLES, MARGARET H. PEEPLES and PAUL W. PEEPLES, SR., as Trustee for PAUL W. PEEPLES, JR.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promisery note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Ninety-Six Thousand and No/100------

in 5 equal annual principal payments of \$19,200.00 each, together with interest on the unpaid balance at the rate of Eight (8%) percent per annum, the first such payment being due and payable on March 1, 1980, and on the first day of March each year thereafter until March 1, 1984, at which time the entire outstanding principal balance, together with all accrued interest, shall be due and payable.

WHEREAS, the Mortgagor may bereafter 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, re-pairs, 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 Mortgagoe 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 Mortgagoe at and before the scaling and delivery of these presents, the receipt whereof is he reby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, being shown and identified as Tract B on plat entitled "Survey for Paul W. Peeples", dated February 28, 1979, prepared by James B. Gregory, RLS, containing 6.4 acres, more or less, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern edge of the right-of-way of S. C. Highway 110 (also known as Memorial Drive), at the joint front corner of the within tract and a parcel owned now or formerly by B S & L Land Company, and running thence, along the Northern edge of said right-of-way N. 44-54 W., 216.4 feet; thence N. 15-20 W., 87.9 feet to a point on the Eastern edge of the right-of-way of S. C. Highway 138 (also known as Bright Road); thence, along the Eastern edge of said right-of-way N. 8-42 E., 50 feet to a point; thence N. 0-13 E., 100 feet to a point; thence N. 10-15 W., 80 feet to a point, the joint corner of the within tract and Tract A as shown on said plat; thence, along the joint line of Tracts A and B, N. 45-15 W., 499.24 feet to a point in the line of property now or formerly of the School District of Greenville County; thence S. 48-03 E., 420.67 feet to an old iron pin in the line of property now or formerly of Donald W. Owens; thence S. 36-56 W., 354.07 feet to an iron pin; thence N. 75-00 W., 70.6 feet to an old iron pin; thence S. 8-30 W., 99.1 feet to an old iron pin; thence N. 74-36 W., 161.75 feet to an old iron pin; thence S. 8-34 W., 220.69 feet to an old iron pin on the northern edge of the right-of-way of S. C. Highway 110, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagor herein by the Mortgagees by deed recorded in the Greenville County RMC office on the 8th day of June, 1979, in Deed Book // at Page 37 /.

Together with all and singular rights, members, herditaments, and apportenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures 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 beirs, successors and assigns, forever

The Mortgagor covenants that it is lawfully seized of the premises hereinshove 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows.

- (I) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing
- (2) That it will keep the improvements now existing or bereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does bereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the bilance owing on the Mortgage debt, whether due or not.

(O)

4328 RV-2