PONH. STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PHITCH SELY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CARL E. REID AND WALTER S. ALFORD

(hereinafter referred to as Mortgagos) is well and truly indebted un to CARDINAL LAKE PROPERTIES, A

PARTNERSHIP 1306 5. Church Street

Greenwille, S.C. 27006

(hereinafter referred to as Mortgagos) 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 FIFTY THOUSAND AND NO/100-----_____ Deliars (\$52,000.00) due and payable

in full 6 months from date. The makers reserve the

right to prepay in full or in part at anytime without penalty.

with interest thereon from date at the rate of SIXTEENper centum per annum, to be paid AT MATURITY

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 whereat is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgages, its successors and as-

ALL that certain piece, parcel or tract of land containing 95.85 acres, more or less, togehter with all the improvements thereon, being known and designated as Cardinal Lake Estates Subdivision. A portion of said property as being shown on plat recorded in the RMC Office for Greenville County in Plat Book XX, Page 139, and containing approximately 51.85 acres.

ALSO THE REMAINING 44 ACRES, MORE OR LESS, BEING DESCRIBED AS FOLLOWS:

That tract located to the east and southeast of the above described property and being bounded on the northeast by Jessie Batson; on the south and southeast by State Park Road; on the west and southwest by Batson, Kimble and Barnett and on the northwest by property shown in Plat Book XX, Page 139 excluding however, Lots 1,2,3 & 41 as shown in Plat Book XX, Page 19, which said lots have heretofore been conveyed.

The above described property is being re-subdivided and will be known and designated as Sections 1, 2 and 3 of Oak Hollow Subdivision on survey by Dalton & Neves, dated October, 1980, which plat will be recorded in the RMC Office for Greenville County upon approval by the Greenville County Planning Commission. The property ks known as the following for block book reference: 498.1-1-55.1; 498.1-1-56; 498.1-1-54.1 and 498.1-1-61.1

This is the identical property as conveyed to the mortgagors by deed of Cardinal Lake Properties, A Partnership, to be recorded on even date herewith.

This mortgage is second and junior in lien to that certain mortgage held by United Federal Savings & Loan as recorded in the RMC Office for Greenville County in Mortgage Book 1520, Page 691, in the original amount of \$342,500.00.

This is a purchase money mortgage representing a portion of the un-paid purchase price for the above described property.

Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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, successers and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabeve 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 whomspever fawfully claiming the same or any part thereof.

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