FILED
GREENVILLE CO.
JUL 28 3 38 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 15th day of July, 1983, between the Mortgagor, Pebblepart, Ltd., a South Carolina Limited Partnership, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Sixty Thousand and no/100----------Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on three years from date

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

ALL that certain piece, piece, parcel or tract of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 604.2 acres, more or less, plus certain additional acres, less certain lots sold off as shown on plat prepared by Enwright Associates, Engineers, July 4, 1972, entitled "Pebble Creek Development" and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4X, Pages 52, 53 and 54, reference to said plats being made for a more particular and accurate description of the perimeter of said 604.2-acre tract.

ALSO: ALL that certain piece, parcel or tract of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeasterly side of Roberts Road (also known as "Property of William E. & Barbara C. Huffman") on a plat prepared by Enwright Associates, Engineers, May 15, 1973, said plat being recorded in the RMC Office for Greenville County in Plat Book 5B, Page 14, reference to said plat being made for a more complete and accurate description of said tract.

ALSO: ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina. containing 9.83 acres, being shown and designated as Property of William R. and Elinor K. Malendoski on plat prepared by Enwright Associates, Engineers, May 18, 1973 and recorded in the RMC Office for Greenville County in Plat Book 4T, Page 89, reference to said plat being made for a more complete and accurate description of said tract.

ALSO: ALL that certain piece,parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southerly side of Mountain Creek Road (Roberts Road), containing 3.09 acres, and being shown and designated as Tract No. 2 on plat of Property of Raymond Roberts, prepared by Enwright Associates, recorded in the RMC Office for Greenville County in Plat Book 4S, Page 71, and having such metes and bounds as shown on said recorded plat.

which has the address of Pebble Creek Subdivision, Taylors, South Carolina 29687,
(Street) (City)
(State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.