MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED GREENVILLE CO. S.C. MAY 7 11 29 AM '81 CONNIE S. TALLMERSLEY R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Calvin N. Cox

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust

(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-five Thousand and no/100---------- Dollars ($ 25,000.00) due and payable

according to the terms of a note executed of even date herewith and incorporated herein by reference

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 Greenville,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designates as Lot No. 52 of a subdivision known as Pebble Creek, Phase IV, Section II, as shown on plat thereof prepared by Louden C. Hoffman Associates, and recorded in the RMC Office for Greenville County, S.C. in Plat Book 7C at Page 47, and having, according to said plat, such metes and bounds as appear thereon.

THIS being a portion of the same property conveyed to the Mortgagor herein by deed of Pebblepart, Ltd., recorded in the RMC Office for Greenville County, S.C. on January 5, 1981, in Deed Book 1140, at page 169.

THIS conveyance is subject to any zoning ordinances, restrictions, setback lines or easements that may appear of record, on the recorded plat, or on the premises.

THIS property is a portion of a Planned Unit Development as evidenced by Mortgagor's PUD Application filed on July 25, 1979, in the RMC Office for Greenville County, S.C. in Deed Book 1107, at page 652.

THE Mortgagor herein does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that they are fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to First Federal Savings and Loan Association recorded in Mortgage Book 1531, page 388 in the original amount of $75,000.00.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAY-7'81 10.00

4328 RV.2

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 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, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.