Mortgagee's mailing address: 301 College Street, Greenville, S. C. STATE OF SOUTH CAROLINA GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERNI WHEREAS, Davidson-Vaughn, a South Carolina Partnership

(hereinalter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation

(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

Stewised plat thereof prepared by Arbor Engineering, Inc. dated June, 1979 Sanderexised November 21, 1979 being recorded in the RMC Office for Greenville County in Plat Book 7C at Page 79 and having, according to said plat, such metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagor herein by deed of College Properties, Inc. of even date and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage Sin the sum of \$52,000.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association to be recorded herewith.

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 selzed of the premises hereinabove described in fee simple absolute, that it has good right end is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except es provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee screver, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

COUNTY OF

Six Thousand and No/100----