12 Eunice Drive, Greenville, S. C. 29611 and 209 East Stone Avenue. Greenville, S. C. 29609 FILE Offices of Jean Go Cheros, Attorney at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mauldin Properties, a Limited Partnership, a Georgia Limited Partnership, (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Design Builders, Inc. and G. Don

(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 Forty Three Thousand and no/100----

with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid:

Due and payble thirty days from date. The interest of Design Builders, Inc. in the indebtedness secured hereby is the sum of \$38,000 and the interest of G. Don Poore is the sum of \$5,000.00.

It is understood and agreed that Mauldin Properties, a Limited Partnership, a Georgia Limited Partnership, nor any of its partners, general or limited, shall have any personal liability for the repayment of the indebtedness referred to herein. It being expressly understood and agreed that the sole recourse in the event of default hereunder shall be by foreglosure of the property referred to herein and that no deficiency judgment shall be ** 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 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 Mortgagoe, 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 parcel or tract of land lying and being in the City of Mauldin, County of Greenville, State of South Carolina, and being shown on plat of survey prepared by T. M. Patton & Associates, dated June 13, 1978, and having the following courses and distances according to said plat:

Commencing at the intersection of the east right of way line of Shadecrest Drive and the south right of way line of Miller Road; running thence N. 54-45 E. along the said southerly right of way line of Miller Road a distance of 62.9 feet to a point; continuing along said southerly right of way of Miller Road, N. 60-46 E., a distance of 62.5 feet to an iron pin found and the TRUE POINT OF BEGINNING; running thence N. 63-05 E. along said southerly right of way line of Miller Road, a distance of 322.15 feet to a point; running thence S. 35-00 E. a distance of 662.17 feet to a point running thence S. 55-00 W. a distance of 318.94 feet to a point; running thence N. 35-00 W. a distance of 707.46 feet to a point on the southerly right of way line of Miller Road and the Point of Beginning.

Being the same property conveyed by separate deeds of Barbara L. Maxwell and Design Builders, Inc. to be recorded here with.

pursued whatsoever.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

CONTRACTOR OF THE PROPERTY OF

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