

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAY 7 3 48 PM '80
RECORDERS OFFICE
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN,

1502-1579

WHEREAS, Davidson-Vaughn, a South Carolina Partnership
(hereinafter 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

Sixty Five Thousand, Eight Hundred Fifty and No/100---- Dollars (\$ 65,850.00) due and payable

According to the terms of note of even date

with interest thereon from _____ date at the rate of 16 1/2 per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville on the northeastern side of Roberts Road (also known as Mountain Creek Road) containing 5.85 acres and having according to a plat prepared by Pebble Lake Townhouses Horizontal Property Regime by Arbor Engineering, Inc. dated April 15, 1980, the following metes and bounds to-wit:

BEGINNING at a nail and cap in Roberts Road at the corner of property now or formerly owned by Raymond Roberts and running thence with said line N. 52-07 E. 198.25 feet to an old iron pin; thence N. 20-34 W. 84.44 ft. to a new iron pin; thence N. 69-15 E. 743.16 ft. to a new iron pin; thence S. 20-45 E. 205.57 feet to a new iron pin; thence S. 65-18 W. 131.99 feet to a new iron pin; thence S. 57-57 W. 211.77 feet to a new iron pin; thence S. 18-51 E. 24 feet to an iron pin; thence S. 58-29 W. 161.20 feet to a new iron pin; thence S. 50-18 W. 351.48 feet to a nail and cap in Roberts Road; thence with Roberts Road, the following courses and distances N. 44-51 W. 81.10 feet, N. 42-38 W. 100 feet, N. 37-05 W. 100 feet and N. 30-11 W. 18.94 feet to a nail and cap in Roberts Road, the point of BEGINNING.

This being the same property conveyed to the mortgagors herein by deed of Pebblepart, Ltd., dated May 6, 1980 and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$108,550.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association to be recorded herewith.

The above mentioned plat is recorded in the RMC Office for Greenville County in Plat Book 7Y at Page 15.

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MAY 20 1980
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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 seized of the premises hereinabove 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.

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