

State of South Carolina

BOOK 1540 PAGE 405

Mortgage of Real Estate

County of GREENVILLE

GREENVILLE COUNTY, S.C.
MAY 10 10 09 AM '81
MAY 10 1981

THIS MORTGAGE made this 5th day of MAY 1981

by Davidson-Vaughn, A South Carolina Partnership

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville South Carolina 29602

WITNESSETH:

THAT WHEREAS, Davidson-Vaughn, a South Carolina Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Thousand and No/100 Dollars (\$ 100,000.00), which indebtedness is evidenced by the Note of Davidson-Vaughn, a South Carolina Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 100,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville located on the northeastern side of Mountain Creek Church Road where it intersects with Mountain Creek and containing 6.61 acres as shown on a survey prepared for Pebblepart, Ltd. entitled "Property Survey for Pebblecreek P.U.D. Phase VI, Section II" by Arbor Engineering dated April 27, 1981 being recorded in the RMC Office for Greenville County in Plat Book 8-N at Page 25 and having such metes and bounds as appears thereon.

This being the same property conveyed to the mortgagor herein by deed of Pebblepart, Ltd. of even date and to be recorded herewith.

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RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SOUTH CAROLINA
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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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