FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Carolina Investment Management Corporation

[illegible] SEND:NG GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA [illegible]

One Million, Twenty Six Thousand, Three Hundred, Seventy-five & no/100 ($ 1,026,375.00

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which does not have a provision for acceleration of interest rate upon default, and that the interest provided for as accelerated interest rate under certain conditions, and note to be repaid with interest as the rate or rates therein specified in installments of [illegible] Dollars each on the first day of each month hereafter until the principal and interest shall have been paid in full, said payments to be applied first to the payment of interest computed monthly on the unpaid principal balance and then to the payment of the principal balance and interest shall be payable 3 years after date; and

WHEREAS said note further provides that if any one or more of the payments of principal or interest thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee or any breach of any other covenant the which prevent the Mortgagee shall at the option of the holder thereof, become immediately due and payable, and the holder of said note and mortgage shall have the right to institute an action of foreclosure upon said note and mortgage and collateral given to secure same for the purpose of obtaining a judgment for the unpaid principal and interest with costs and expenses of the proceedings; and

WHEREAS the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, or for any other purpose;

NOW KNOW ALL MEN, that the Mortgagor, in consideration of said debt and in order to secure the payment thereof, and any further sums advanced or to be advanced to the Mortgagor by the Mortgagee for the purposes herein mentioned, and the sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described property:

All those pieces, parcels or lots of land located with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, all being located in a subdivision known as Pebble Creek Development, Phase I, in a plat of the same, being recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book 5 D at pages 1 - 5, which lots total 115 and are identified by Lot No. (#) as follows:

# 1	# 32	# 90	# 120	# 149	# 167	# 188
# 2	# 33	# 92	# 121	# 150	# 168	# 189
# 3	# 34	# 93	# 122	# 151	# 169	# 190
# 9	# 42	# 94	# 123	# 152	# 170	# 191
# 10	# 49	# 95	# 128	# 153	# 171	# 192
# 11	# 56	# 96	# 130	# 154	# 172	# 193
# 13	# 57	# 98	# 131	# 155	# 173	# 194
# 14	# 64	# 99	# 132	# 156	# 174	# 197
# 15	# 65	# 101	# 133	# 157	# 175	# 200
# 17	# 66	# 102	# 135	# 159	# 176	# 201
# 18	# 67	# 103	# 137	# 160	# 177	# 202
# 23	# 68	# 104	# 138	# 161	# 178	# 209
# 24	# 78	# 108	# 140	# 162	# 179	# 211
# 28	# 79	# 111	# 142	# 163	# 180	# 212
# 29	# 80	# 114	# 144	# 164	# 185	# 213
# 30	# 81	# 118	# 146	# 165	# 186	# 214
# 31	# 89	# 119	# 147	# 166	# 187	# 215

CROSS DEFAULT CLAUSE: Mortgagor agrees that should it default in any of the terms and conditions of any note and mortgage it has given to the mortgagee or on any note and mortgage it has assumed which is owned by the mortgagee, covering property in the area known as "Pebble Creek", Greenville County, S. C., that said default shall constitute a default on the within mortgage, together with the note it secures.

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