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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Redmond-Huguenin Enterprises, a Limited Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Potter-Shackelford Construction Co.

-----Dollars (\$ 2,000.00) due and payable

according to the terms of that certain note and mortgage executed by Redmond-Huguenin Enterprises in the original sum of \$148,602.23, recorded November 24, 1975, in the RMC Office for Greenville County in Mortgage Book 1354 at Page 345, which is incorporated therein by reference.

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with interest thereon from

at the rate of

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 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby accounted, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, County of GREENVILLE

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 122 of Inglewood Horizontal Property Regime as is more fully described in Master Deed dated October 1, 1974, and recorded in the RMC Office for Greenville County in Deed Volume 1008, at Page 69 and survey and plot plan recorded in Plat Book 5F at Page 79. This being the same property conveyed to the mortgagor by deed of Dorothy Cox Ashmore, of even date and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$43,050.00, executed on this date by the mortgagor herein to NCNB Mortgage South, Inc., to be recorded herewith.

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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; at 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 beirs, 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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