

202 Wilmington Road, Greenville, South Carolina 29615
and 209 East Stone Avenue, Greenville, South Carolina 29609

MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C.

GREENVILLE CO. S.C.

BOOK 1448 PAGE 108

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
Mauldin Properties, a Georgia Limited Partnership
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Barbara L. Maxwell and G. Don Poore (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 Twenty One Thousand Five Hundred and no/100----- DOLLARS (\$ 21,500.00--), with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid:

Due and payable thirty days from date. It is understood and agreed that Mauldin Properties, 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 foreclosure of the property referred to herein and that no deficiency judgment shall be pursued whatsoever. The interest of G. Don Poore is \$2,500.00 in the debt secured hereby and the interest of Barbara L. Maxwell is the sum of \$19,000.00.

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 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 tract or parcel or land lying and being in the City of Mauldin, Greenville County, 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:

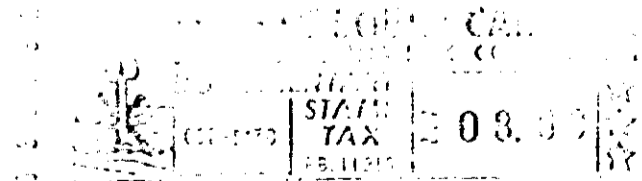
Commencing at the intersection of the east right of way line of Shadecrest Drive and the south right of way line of Miller Road; running thence N. 54-45 E. along said southerly right of way line of Miller Road, a distance of 62.9 feet to a point; continuing along said southerly right of way of Miller 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; 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, to the point of beginning.

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

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5.15

8.60



5.15CI

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.

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