Community Bank P. O. Box 6807 Greenville, S. C. 29606

(Participation)

MAIL TO: BADDY & DAVENPORT P. O. BOX 10267

200 Local (2)

day of November This mortgage made and entered into this 26th 19 80, by and between James Steven Davis and Linda B. Davis

(hereinaster referred to as mortgagor) and Community Bank, Greenville, S. C.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 416 E. North Street, ř. o. Box 6807, Greenville, S. C. 29606

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of State of

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 15 shown on a plat of the subdivision of CHESTERFIELD ESTATES, SECTION III, recorded in the RMC Office for Greenville County, S. C. in plat book 5 P page 66.

This is a portion of the property conveyed to Westminster Company, a North Carolina Corporation by Ben F. Tipton by deed dated 5/30/73 recorded 5/31/73 in deed vol. 975 page 688 of the RMC Office for Greenville County, S.C., and is conveyed subject to any restrictions, reservations, zoning ordinances, rights of way or easements that may appear of record, on the recorded plat or on the premises.

Being the same property conveyed to James S. Davis, et al by the deed of The Westminster Company, Inc. dated January 31, 1979 recorded in deed book 1088 at page 486.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items breein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property ( provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated November 26, 1980 , signed by James Steven Davis, et al in the principal sum of \$ 50,000.00 in behalf of CAROLINA COMPUTER STORE OF GREENVILLE, INC.

SBA FORM 928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE