301 College Street
Greenville, SC

FILED GREENVILLE CO. S.C.
MAY 25 2 03 PH '81
DONNIE S. TANKERSLEY
R.M.C.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

BOOK 1512 PAGE 42

~~BOOK 1531 PAGE 59~~

Re-recorded to correct description

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

PEBBLEPART, LTD., a South Carolina Limited Partnership

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Two Hundred, Forty-one Thousand, Thirty and NO/100---------- ($ 241,030.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of as required by said Promissory Note ~~xxxxxxxxxxxxxxxxxxxx Dollars each on the first day of each month hereafter in advance until the principal and interest shall be paid in full, such payments to be applied first to the payment of interest computed monthly on said principal and the balance of principal with the last payment, if not sooner~~ paid, to be due and payable 5 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due 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 stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for 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, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of 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 real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

1. All that certain piece, parcel or tract of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 604.2 acres, more or less, plus certain additional acres, less certain lots sold off as shown on plat prepared by Enwright Associates, Engineers, July 4, 1972, entitled "Pebble Creek Development" and recorded in the RMC Office for Greenville County in Plat Book 4X at Pages 52, 53 & 54, reference to said plats being made for a more particular and accurate description of the perimeter of said 604.2 acre tract.

2. ALSO: All that certain piece, parcel or tract of land, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeasterly side of Roberts Road (also known as "Property of William E. & Barbara C. Huffman") on a plat prepared by Enwright Associates, Engineers, May 15, 1973, said plat being recorded in the RMC Office for Greenville County in Plat Book 5B at Page 14, reference to said plat being made for a more complete and accurate description of said tract.

3. ALSO: All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, containing 9.83 acres, being shown and designated as Property of William R. and Elinor K. Malendoski on plat prepared by Enwright Associates, Engineers, May 18, 1973, and recorded in the RMC Office for Greenville County in Plat Book 4T at Page 89, reference to said plat being made for a more complete and accurate description of said tract.

4. ALSO: All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southerly side of Mountain Creek Road (Roberts Road), containing 3.09 acres, and being shown and designated as Tract No. 2 on plat of Property of Raymond Roberts, prepared by Enwright Associates, Engineers, September 20, 1972, and amended January 10, 1973, said plat as amended being recorded in the RMC Office for Greenville County in Plat Book 4S at Page 71, and having such metes and bounds as shown on said recorded plat. This conveyance is subject to a life estate reserved for Raymond K. Roberts for his lifetime.

6CTO ----3 JA28 81 454 5.00CI

600 8 14471801

4328 RV.2