

MORTGAGE OF REAL ESTATE

The State of South Carolina, )
COUNTY OF GREENVILLE )

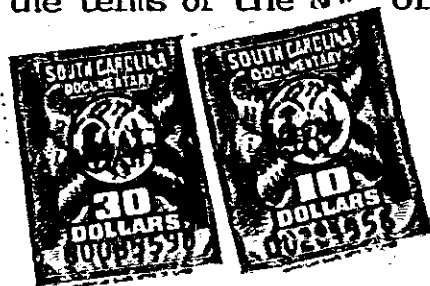
FILED
GREENVILLE CO. S. C.
MAY 21 PH '82
JOHN BANKERSLEY
R.M.C.

To All Whom These Presents May Concern: PIEDMONT DEVELOPMENT CO., a partnership, by Steven C. Nigh and David E. Weaver, Partners, and David E. Weaver and Linda U. Weaver, individually, SEND GREETING:

Whereas, the said PIEDMONT DEVELOPMENT CO., a partnership, by Steven C. Nigh and hereinafter called the mortgagor(s) David E. Weaver, Partners, and David E. Weaver and Linda U. Weaver, individually, in and by its and our certain promissory note in writing, of even date with these presents, well and truly indebted to COMMUNITY BANK, Greenville, South Carolina, hereinafter called the mortgagee(s), in the full and just sum of One Hundred Thousand and 00/100

DOLLARS (\$ 100,000.00, to be paid

Pursuant to the terms of the Note of even date herewith.



with interest thereon from even date at the rate of variable, prime plus one-half (1/2%) percentum per annum, to be computed and paid

until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said COMMUNITY BANK, its successors and assigns forever:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, and containing 26,099.27 square feet, according to plat by Freeland & Associates, Surveyors, dated January 13, 1977 (less strip conveyed from original tract), reference to which is hereby made for a more complete and accurate description, and according to said plat, as revised, being thereon more fully described as follows, to-wit:

BEGINNING at a point on Pointe' Circle, which point is the southeastern corner of lot herein described; thence along circle N27-04-40E 129.84 feet to a point; thence leaving circle and running N36-27-10W 75 feet to a point, at corner with property owned by Dr. James R. D. Rice; thence along line of property of Dr. James R. D. Rice N73-05W 134.33 feet to a point; thence S4-23-31E 223.79 feet to a point; thence N85-36-29E 96.0 feet to the point of BEGINNING, and being bounded on the north by property of Dr. James R. D. Rice; bounded on the southeast by Pointe' Circle.

THIS is the identical property conveyed to Piedmont Developer Co., by Deed of Nigh and Weaver, a partnership, dated November 3, 1980, and recorded on November 4, 1980, in Deed Book 1136, at Page 716, in the RMC Office for Greenville County, South Carolina.

ALSO:

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