

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

BOOK 68 PAGE 1330

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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

PAID, SATISFIED & CANCELLED
Southern Service Corp.
Date: Oct 31, 1979
James M. Wood
EXECUTIVE VICE PRES.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
WITNESSES: *Donnie S. Tankersley* 15735

To All Whom These Presents May Concern: *Donnie S. Tankersley* 15735
PEBBLEPART, LTD., a South Carolina Limited Partnership

(Hereinafter referred to as Mortgagee) (SEND(S) GREETINGS: SOUTHERN SERVICE CORPORATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

WHEREAS, the Mortgagee is well and truly indebted unto ~~PEBBLEPART, LTD., a South Carolina Limited Partnership~~ in the full and just sum of Fifty Thousand and No/100 (\$50,000.00)

Dollars, as evidenced by Mortgagee'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 Interest only to be paid semi-annually (\$) Dollars each on the first day of each month hereafter, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment 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 Mortgagee may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee 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 Greenville, containing 16.26 acres and consisting of 37 lots in Phase II, Section III of Pebble Creek as shown on a plat prepared by Enwright Associates, Inc., on June 16, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H, at Page 55 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stallings Road at the front corner of Lot No. 1 and running thence N. 59-28 W. 105 feet to an iron pin at the rear corner of Lot No. 1; thence turning and running along the Pebble Creek Golf Course, the following courses and distances, to-wit: N. 17-54 E. 118.93 feet; thence N. 19-46-30 E. 107.79 feet; thence N. 19-13-24 E. 101.98 feet; thence N. 41-00 E. 47.43 feet; thence N. 1-40-42 E. 134.34 feet; thence N. 1-44 W. 144.75 feet; thence N. 14-00-30 W. 126.74 feet; thence N. 7-28 W. 536 feet; thence N. 50-00 E. 174 feet to an iron pin at the rear corner of Lot No. 15; thence turning and running with the line of Lot No. 16 N. 29-59-43 W. 20 feet, more or less, to an iron pin in the center of a creek; thence

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