



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Pebble Creek Ltd., a Limited Georgia Partnership by Carolina Investment Management Corporation

(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

One Hundred Forty Thousand and No/100----- (\$ 140,000.00 )

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 One Thousand, Four Hundred Forty-Five and 13/100----- ( \$ 1,445.13 ) Dollars each on the first day of each month hereafter, in advance, 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 18 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

TRACT I:

ALL that certain piece, parcel or tract of land, with all improvements 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, 1973, entitled Pebble Creek Development, and recorded in the RMC Office for Greenville County in Plat Book 4X, at pages 52, 53 and 54, the metes and bounds of the perimeter of said 604.2 acre tract being as follows:

BEGINNING at a point in the center line of Reid School Road, the extreme north-easterly corner of the tract herein described, and running thence S. 4-17 E. 585.67 feet to an iron pin on the westerly side of Stallings Road; thence S. 38-13 W. 177.77 feet to a point in Stallings Road; thence with Stallings Road, the following courses and distances: S. 48-50 W. 55.93 feet; S. 43-56 W. 175 feet; S. 39-41 W. 100 feet; S. 32-02 W. 250 feet; S. 34-56 W. 350 feet; S. 38-47 W. 159.58 feet; S. 37-34 W. 8.89 feet; S. 37-34 W. 563.89 feet; and S. 37-06 W. 219 feet to the intersection of Stallings Road and Roberts Road, thence with Roberts Road the following courses and distances: S. 14-45 E. 470 feet; S. 12-08 E. 100 feet; S. 9-17 E. 200 feet; S. 5-20 E. 100 feet; S. 1-16 E. 100 feet; S. 2-28 W. 200 feet; and S. 5-23 E. 3.92 feet; thence leaving said Road and running the following courses and distances: S. 55-56 W. 610.92 feet; S. 33-53 E. 291.91 feet; N. 46-58 E. 248.86 feet; S. 7-25 W. 791.04 feet; S. 42-27 E. 908.82 feet; S. 41-33 W. 547.69 feet to a creek; S. 40-49 W. 214.75 feet; S. 40-09 W. 629.82 feet; S. 18-04 W. 1038.53 feet; N. 75-29 W. 278.25 feet; S. 56-39 W. 473.05 feet; S. 80-36 W. 24.7 feet to a point in Mountain Creek Church Road thence with said Road the following courses and distances: S. 8-42 E. 100 feet; S. 38-17 E. 100 feet; S. 51-06 E. 200 feet; S. 43-12 E. 100 feet; S. 31-29 E. 100 feet; S. 22-43 E. 100 feet; S. 10-28 E. 100 feet; and S. 8-22 W. 100 feet; thence leaving said Road and running S. 17-

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