WHEREAS,

PLAINES, INCORPORATED

SOUTH CAROLINA

a corporation chartered under the laws of the State of (hereinafter referred to as Mortgagor) is well and truly indebted unto

NCNB MORTGAGE CORPORATION

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

. Dollars (\$ 30,000.00) due and payable Thirty Thousand and No/100.

in accordance with the terms of a note of even date herewith,

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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, the Mortgagee's heirs, successors and assigns:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being shown as a 20.92 acre tract of land according to a plat entitled "Survey for NCNB Mortgage Company", dated November 13, 1979, by Richard D. Wooten, Jr., R.L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in property now or formerly of W. M. Pike at the southern corner of the property herein conveyed and running thence with the line of property now or formerly of W. M. Pike, N. 36-35-59 W. 1100 feet to an iron pin in line of property now or formerly of E. N. Tingle; thence with the property now or formerly of E. N. Tingle and Bellotte, N. 46-30-56 E. 842.49 feet to an iron pin; thence S. 35-50-01 E. 691.13 feet to an iron pin; thence S. 36-00-17 E. 30.75 feet to an iron pin; thence S. 35-49-32 E. 378.12 feet to an iron pin in the line of property described as "Future Development" Heritage Lakes Subdivision"; thence S. 46-23-14 W. 827.94 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of even date herewith by Comfortable Mortgages, Inc., dated December 14, 1979 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1/17, at Page 365.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the sail premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.