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MORTGAGE OF REAL ESTATE (CORPORATION) TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Prestige Builders of Greenville, Ltd. , a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

Y. B. Developers, Inc.

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

One Hundred Twenty-five Thousand Eight Hundred Forty and No/100---(\$125,840.00)------ Dollars

(\$) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 10 per centum per annum, to be paid as provided for in said note; and,

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:

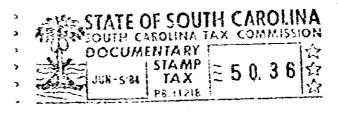
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration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

PARCEL 2:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and containing 11.13 acres, more or less, and lying contiguous to and easterly of Parcel No. 1 as described in a deed from Y.B. Developers, Inc. to Prestige Builders of Greenville, Ltd. and having the following metes and bounds:

BEGINNING at a point, the joint line of property herein conveyed known as Parcel 2 and Parcel 1 and other property of Prestige Builders of Greenville, Ltd. and running thence the following: S. 80-14 W. 409.16 feet to a point in Gilder Creek; thence running with said Creek, with the Creek being the boundary line, the following metes and bounds: S. 11-39 E. 59.52 feet, S. 8-16 E. 86.58 feet, S. 7-149 W. 59.21 feet, S. 49-08 E. 29.35 feet, S. 33-14 E. 83.08 feet, S. 30-53 E. 143.01 feet, S. 27-33 E. 66.56 feet, S. 13-31 E. 31.10 feet, S. 25-05 W. 21.95 feet, S. 35-19 E. 24.98 feet, S. 26-17 E. 73.09 feet, S. 80-42 W. 30.88 feet, S. 15-09 W. 40.41 feet, S. 21-06 W. 29.01 feet, S. 4-54 W. 110.31 feet, S. 5-47 W. 113.30 feet, S. 36-19 W. 63.06 feet, and S. 20-44 W. 104.67 feet to a point, joint corner of property herein conveyed and property now or formerly of Tilman Court Subdivision; running thence N. 7-5 27 W. 460.41 feet to a point, common corner of property herein conveyed known as Parcel 2 and Parcel 1 and Tilman Court Subdivision, and running thence with the joint line of Parcel 1 and Parcel 2 N. 24-00 E. 848.72 feet to the point and place of beginning.

This is a portion of the property conveyed to the Mortgagor by the Mortgagee by deed of even date, recorded herewith.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 Meritgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is planfully 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 said premises unto the Mortgagos forever, from and expains the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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