IAW OFFICES OF LATHAN, SMETH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Four Square, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bonaventure Partnership, a South Carolina Partnership

as provided for in Promissory Note executed 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 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 scaling 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, the Mortgagoe's heirs, successors and assigns:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 184.55 acres net, more or less, as shown on plat entitled "Survey for B. F. Thackston Estate", prepared by W. R. Williams, Jr., R.L.S., dated September 1, 1980, and recorded in the RMC Office for Greenville County in Plat Book 7-Y at Page 91, and such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

LESS, HOWEVER: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, shown on a plat entitled "Dr. Terrell H. Leeke", dated September 17, 1980, prepared by W. R. Williams, Jr., containing 25.0 acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap located in the center of Standing Springs Road at a point 1,657 feet from Ferguson Road and running thence N.61-42 E. 33 feet to an iron pin; thence turning and continuing to follow the same course, N.61-42 E. 2,603.0 feet to an iron pin located on the bank of the Reedy River; thence turning and following the river as the line, S.57-07 E. 73.5 feet to an iron pin; thence turning and running S.48-09 W. 636.47 feet to an iron pin; thence turning and running S.82-30 W. 189.67 feet to an iron pin; thence turning and running S.31-35 E. 410.68 feet to a cedar; thence turning and running S.64-45 W. 583.90 feet to an iron pin; thence turning and running S.51-13 W. 533.32 feet to an iron pin; thence turning and running N.63-57 W. 360 feet to an iron pin; thence turning and running S.38-57 W. 274.7 feet to an iron pin; thence turning and running S.58-57 W. 165 feet to an iron pin; thence turning and running S.31-12 W. 182.9 feet to an iron in; thence turning and running S.16-00 W. 141.58 feet to a spike located in the center of Standing Springs Road; thence turning and following the center of said Road, N.17-08 W. 390.40 feet to a nail and cap; thence continuing to follow the center line of said Road, N.17-07 W. 259.60 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Bonaventure Partnership, a South Carolina Partnership, recorded in the RMC Office for Greenville County of even date herewith.

MORTGAGEE'S mailing address: 850 Wade Hampton Boulevard Greenville, S. C. 29609

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 said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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