STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

ALLIANCE HAYWOOD ASSOCIATES, a South Carolina General Partnership, WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto BRENDA W. BRUCE

Modification Agreement

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's processes of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Hundred Seventy-Six Thousand Six Hundred Thirty-Eight

and No/100----

Dollars (\$ 176,638.00) due and payable

according to the terms of said Modification Agreement.

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, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 10.00 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, last revised December 22, 1980, and having, according to said plat, the following metes and bounds, to-vit:

BEGINNING at an iron pin on the Northeastern side of the right-of-way of Interstate 385, which iron pin is located S. 52-31 E. 406.4 feet from an iron pin at the corner of property of Mobil Oil Corporation (said beginning point also being located a distance of 441.4 feet Southeasterly along the right-ofway of Interstate 385 from the concrete right-of-way monument at the intersection of the Northeasterly right-of-way of Interstate 385 and the Easterly right-of-way of Haywood Road); running thence along the line of a tract containing 3.50 acres and a 1.90 acre tract N. 25-14 E. 701.03 feet to an iron pin on the Southern side of a Proposed Road; running thence S. 53-57 E. 694 feet to an iron pin at the corner of a tract containing 10.73 acres; and running thence with the line of said tract S. 36-12 W. 701.45 feet to an iron pin on the Northeastern side of the right-of-way of Interstate 385; and running thence with the Northeastern side of said right-of-way N. 52-39 W. 400 feet to a concrete monument and running thence with the Northeastern side of said right-of-way N. 52-31 W. 160.7 feet to the point of beginning.

This is a portion of the identical property conveyed to the Mortgagor herein by Steven Van Auten by deed recorded January 16, 1981, in the R.M.C. Office for Greenville County in Mortgage Book 1141 at Page 32.

OCCUMENTARY

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 it 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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