800X 1491 PAGE 998

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN: R.H.C.

SUN BELT PROPERTIES, INC. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DALLAS W. GRIFFIN, SR. AND KATHLEEN G. DICKSON

(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

ONE HUNDRED SEVENTY THOUSAND AND 00/100--- Dollars is 170,000.00 ; due and payable

9 1/2per centum per annum, to be paid: with interest thereon from date at the rate of

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:

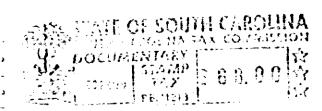
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid dabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Morigagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Morigagor in hand well and truly paid by the Mortgagee at and before the seating 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 as-

"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, being known and designated as 88.2 acres, more or less, near the City of Greenville, South Carolina, on the western side of Augusta Road, and having according to compiled plat for Paramount Builders, by Webb Surveying and Mapping Co., dated July, 1973:

BEGINNING at a point on the western right-of-way of Augusta Road which point is located 896.2 feet south of the intersection of Augusta Road and South Fairfield Road at the southeastern corner of property of Alfarata Calhoun Downs; thence with the right-ofway of Augusta Road, 81.2 feet to a point; thence leaving Augusta Road and running thence N.86-18 W. 827.4 feet to a point; thence N.88-10 W. 365 feet to a point; thence S.05-25 W. 500 feet to a point; thence S.43-16 E. 213 feet to a point; thence S.88-16 E. 127.8 feet to a point; thence S.17-17 W. 730.5 feet to a point; thence S.89-00 W. 322.5 feet to a point; thence N.83-24 W. 577.3 feet to a point; thence N.86-00 W. 1292.9 feet to a point; thence N. 04-30 E. 1366.2 feet to a point; thence S.85-55 E. 915.9 feet to a point; thence N.14-11 E. 447.63 feet to a point; thence S.85-30 E. 300 feet to a point; thence S.85-07 E. 1625.9 feet to a point; thence S.13-03 W. 334.7 feet to a point; thence with the line of property of Alfarata Calhoun Downs in a southeasterly direction, 406 feet to the point of beginning on the western right-of-way of Augusta Road.

This is the same property conveyed to the Mortgagor, Sunbelt Properties, Inc. by Dallas W. Griffin, Sr. and Kathleen G. Dickson by deed of even date.

Seller agrees to allow purchaser to release portions of the property from time to time, based on a formula of 125% of the per acre price, conveyed by this instrument. As property developed and released, remaining property shall have access to acceptable public road.



Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

92 E E 6

The second second