WHEREAS,

400

SUNBELT PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

TO LAKE FOREST OF.

(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

SEVENTY THOUSAND AND NO/00 -----

Dollars (\$ 70,000.00) due and payable

In monthly installments of \$1,087.10 each for 10 years; first payment being due on November 1, 1981; mortgagor has right to substitute adequate collateral at a later date and obtain release from this mortgage; mortgagor has right of prepayment without penalty; with interest thereon from date at the rate of 14.0 per centum per annum, to be paid: monthly

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:

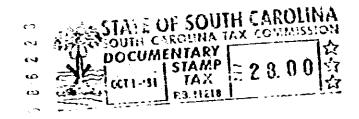
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration 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:

"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 a portion of Lot 17.2 on Ridge Road, containing 2.98 acres exclusive of all rights of way, as shown on plat entitled "Survey for Sunbelt Properties, Inc.," prepared by Freeland and Associates on September 28, 1981, recorded in the RMC Office for Greenville County in Plat Book 8-1/2 at page 2; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Ridge Road and running thence along the common line of property now or formerly belonging to Mrs. Lettie Kellett, S. 20-06 E. 184.22 feet to an iron pin; thence along the common line of property now or formerly belonging to J. P. Stevens, S. 20-14 E. 262.18 feet to an iron pin; thence along the common line of property now or formerly belonging to Judson T. Minyard, S. 20-14 E. 63.82 feet to an iron pin; thence along the same line, 157.28 feet to an iron pin; thence turning and running S. 69-36 W. 132.60 feet to an iron pin; thence S. 22-14 E. 136.0 feet to an iron pin; thence S. 69-16 W. 338.06 feet to an iron pin on Ridge Road; thence along said Ridge Road as follows: N. 12-33 E. 679.23 feet to an iron pin; N. 6-21 E. 121.73 feet to an iron pin; and N. 1-04 W. 134.29 feet to an iron pin, being the point of BEGINNING.

This being the identical property conveyed to the mortgagor by deed of Lollie T. Hines, to be recorded of even date herewith.

*As set forth in Contract dated September 16, 1981, attached hereto as Exhibit A.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and lighting futures now or hereafter that hereful, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures now or hereafter that hereful, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all ruch futures and equipment, other than the flusual bousehold 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 heireinabove described it tee simple absolute, that it has good right and it lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all hers 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.

(4328 RV.2)

ALL STREET