STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

JUN 5 11 43 MORTGAGE OF REAL ESTATE (CORPORATION) TO ALL WHOM THESE PRESENTS MAY CONCERN:

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., P. O. Box 6542, Greenville, SC 29606

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Ninety Thousand and No/100-----Dollars

(\$ 90,000.00) 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 Mortgagee at any time for advances made to or for his account by the Merigagee, 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:

PARCEL 1:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and containing 20.03 acres, more or less, and lying on the eastern side of Miller Road near the intersection of Miller Road and Hamby Road and containing the following metes and bounds:

BEGINNING at a nail in the center of Miller Road at the joint corner of property herein conveyed and property now or formerly of Guy W. Campbell and running thence the following courses and distances: S. 82-14 E. 731.09 feet to a point; thence N. 81-22 E. 79.43 feet; thence N. 80-52 E. 523.09 feet; thence N. 80-14 E. 113.0 feet to a point; thence S. 24-00 W. 848.72 feet to a point in property line of property herein conveyed and property of Tilman Court Subdivision; thence running N. 75-27 W. 1,097.0 feet; thence S. 14-34 W. 160.0 feet; thence N. 75-26 W. 195.50 feet to a nail in the center of Miller Road; thence running with Miller Road the following: N. 4-18 W. 174.80 feet, N. 11-48 W. 97.34 feet, N. 14-07 W. 204.85 feet and N. 14-31 W. 201.68 feet to a nail in the center of Miller Road, 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.

PARCEL 3: ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, off Smith-Hines Road, being shown and designated as 22.9 acres, more or less, on plat prepared by Carolina Surveying Co., entitled "SURVEY FOR Y. B. DEVELOPERS, INC." dated March 16, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-A, at page 57, reference to which is hereby made for a more complete description by metes and bounds, being the same property conveyed to Prestige Builders of Greenville, Ltd. by Guy W. Campbell by deed recorded in Deed Book 1202, at page 257, on December 12, 1983. CONTINUED ON ADDENDUM TO MORTGAGE 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 beating, 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 Mortgages, 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and egainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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