

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, Y B Developers, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(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 -----

Twenty-three thousand seven hundred fifty and 24/100----- Dollars (\$ 23,750.24) due and payable
181 days from date on July 10, 1978,

with interest thereon from _____ date _____ at the rate of nine (9%) per centum per annum, to be paid: at maturity

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, in Austin Township, near the Town of Mauldin, and being shown on plat entitled "Survey for YB Developers, Inc." dated December 28, 1972, by Carolina Engineering and Surveying Co., and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the southwesterly corner of said tract at the joint corner with property of Hunnicutt and running thence with the line of property of Hunnicutt, N. 16-18 E. 862.6 feet to a point in Hamby Drive; thence N. 17-03 E. 364.8 feet to a point; thence along property of Gilland, S. 71-00 E. 500.0 feet to an iron pin near the edge of Miller Road; thence along property of Campbell S. 16-30 E. 109.0 feet to an old iron pin; thence continuing with Campbell line S. 83-00 E. 488.8 feet to an old iron pin; thence continuing with Campbell line, S. 83-14 E. 216.0 feet to an old iron pin; thence continuing with Campbell line, N. 80-29 E. 79.6 feet to an old iron pin; thence continuing with Campbell line, N. 80-10 E. 523.0 feet to an old iron pin; thence continuing with Campbell line, N. 76-18 E. 523.2 feet to an old iron pin in center of Gilder Cree; thence with the center line of Gilder Creek, the meanders of which are as follows: S. 1-14 E. 202.5 feet to an iron pin; thence S. 34-07 E. 261.8 feet to an iron pin; thence S. 15-28 E. 128.3 feet to an iron pin; thence a short distance in a southwesterly direction approximately 80 feet to an iron pin; thence S. 2-25 W. 281.0 feet to an iron pin; thence N. 86-25 W. 53.5 feet to an iron pin; thence S. 14-48 W. 172.7 feet to an old iron pin; thence leaving said Creek and running along the line of property of Freeman, Garrett, Neff, Wellner, Piar and McNair, N. 76-14 W. 1,532.8 feet to an old iron pin; thence continuing with McNair property S. 13-47 W. 461.6 feet to an old iron pin; thence continuing with McNair property, S. 12-54 W. 233.2 feet to an iron pin; thence along property of Collins N. 73-00 W. 1,285.0 feet to an old iron pin, the beginning corner.

LESS HOWEVER: ALL those pieces, parcels or lots of land as shown on two (2) plats entitled "Proposed Sub-division for YB Developers", said plats being prepared by Carolina Surveying Company and dated December 8, 1976, and said plat showing a total of nineteen (19) numbered lots and one lot styled "Recreation Area" also property shown on said plats as proposed roads are hereby excepted from the lien hereof. The property herein excepted from this lien is all of the property above described which lies west of Miller Road. Leaving encumbered hereunder property East of Miller Road and comprising 32 acres more or less. This is a part of the property conveyed to the Mortgagor herein by deed of Sarah F. Bates Estate recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 965, at page 163 on January 18, 1973.

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

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