

LEATHERWOOD, WALKER, TODD & MANN  
Mortgagee's Address: P. O. Box 5608, Greenville, S. C. 29606

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, VCC 1461 PAGE 794

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, FAIRWAY PROPERTIES, A PARTNERSHIP

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

YEARGIN PROPERTIES, INC.

(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 One Thousand Two Hundred Fifty and 00/100-----Dollars (\$ 101,250.00---) due and payable  
as per the terms of note

with interest thereon from            date            at the rate of ten (10%) per centum per annum, to be paid: quarterly

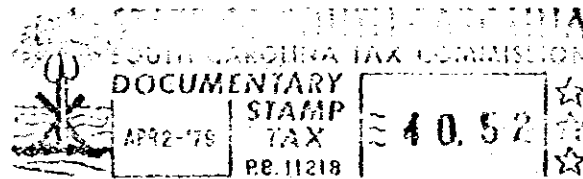
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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, City of Greenville, containing 1.86 acres, more or less, on the Western side of South Pleasantburg Drive, being shown and designated as Tract "B" on a plat entitled "Survey for Yeargin Properties, Inc." prepared by W. R. Williams, Jr., dated October, 1978, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of South Pleasantburg Drive at the joint front corner of Tract "B" and Tract "A" as shown on said plat, and running thence with the line of Tract "A" S. 84-32 W. 220 feet to an iron pin in the line of property of Greenville Country Club; thence with the line of Greenville Country Club, the following courses and distances: N. 5-28 W. 200 feet to an iron pin; thence S. 84-32 W. 30 feet to an iron pin; thence N. 5-28 W. 149 feet to an iron pin in the line of property now or formerly of Yeargin; thence with the line of Yeargin, N. 84-32 E. 250 feet to an iron pin on the Western side of South Pleasantburg Drive; thence with the Western side of South Pleasantburg Drive, S. 5-28 E. 349 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Yeargin Properties, Inc., said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1099 at Page 652.



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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 is 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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