

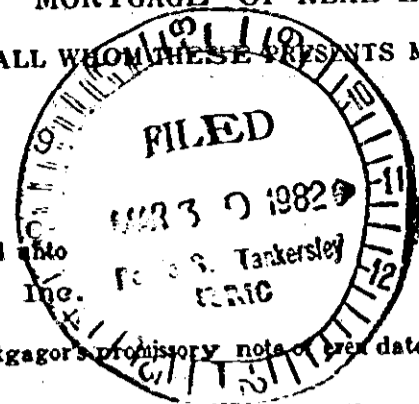
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Builders Mart of America
P. O. Box 47, Greenville, SC 29602

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1566 PAGE 833



WHEREAS, Byars Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Frank Ulmer Lumber Company, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of the date herewith, the terms of which are incorporated herein by reference, in the sum of
Forty Thousand and 00/100 Dollars (\$ 40,000.00) due and payable

in full on January 30, 1983 or sale of houses and lots, whichever occurs first

(18%)

with interest thereon from date at the rate of Eighteen per centum per annum, to be paid: as set out in Note.

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 accounts 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 those certain pieces, parcels or lots of land situate, lying and being together, including all improvements thereon, in the County of Greenville, State of South Carolina, shown and designated as Lots No. 1, 14, 16, 17 and 94 on a plat entitled "Kings Court Subdivision." Said plat is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 78. For a more complete and full description reference is hereby made to the plat described above.~~

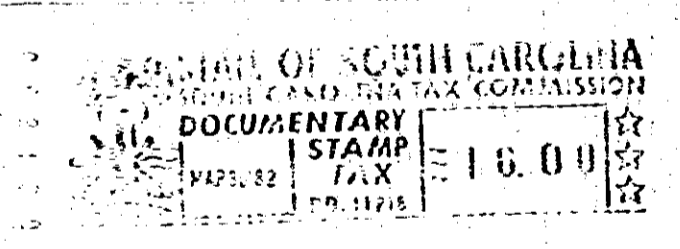
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Property is subject to Restrictive Covenants applicable to Kings Court Subdivision recorded in Deed Book 993 at Page 839; and, also subject to easements shown on the above described plat recorded in Plat Book 4-X at Page 78.

This being the same property conveyed to Byars Builders, Inc. by deed dated September 4, 1981 and recorded in Greenville County RMC Office in Deed Book 1154 at Page 696.

Lots with houses thereon may be released separately for Eight Thousand (\$8,000.00) Dollars each plus interest on Eight Thousand (\$8,000.00) Dollars prior to total note date due.

- Parcel No. 354.2-1-1 (Lot 1)
- Parcel No. 354.2-1-14 (Lot 14)
- Parcel No. 354.2-1-16 (Lot 16)
- Parcel No. 354.2-1-17 (Lot 17)
- Parcel No. 354.2-1-90 (Lot 94)



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Together with all and singular rights, members, heritaments, 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 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 whomsoever lawfully claiming the same or any part thereof.

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