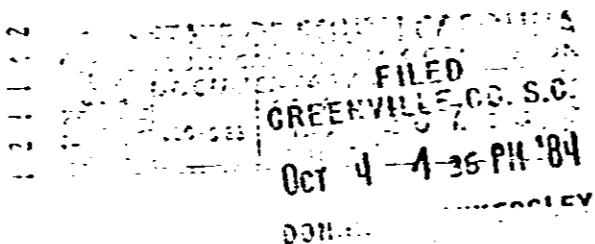


MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF Greenville } FILED VOL 1639 PAGE 297
} GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
} DEC 3 3 30 PM '83 L WHOM THESE PRESENTS MAY CONCERN: BOOK 87 PAGE 34
} DONNIE S. JACKSLEY
} R.H.C.
WHEREAS, RONALD E. PHILLIPS and GEORGE O'SHIELDS BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **LAND INVESTMENTS, A GENERAL PARTNERSHIP**

(hereinafter referred to as Mortgagor) 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 Nineteen Thousand Five Hundred and No/100----- Dollars (\$19,500.00) due and payable upon the sale of house located at Lot 1, Woodberry or April 1, 1984, whichever shall of even date herewith. -----



10454

Enclosed
Dr. S. L. Berkeley
5-12

OCT 4 1984

55CT0 -----1 001.4 84 042

Paid in full & satisfied
This 16th day July, 1981
Sand Investments, a General
partnership.

Fannie J. Bailey
Partner
in the presence of:
Berobia C. Hale

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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

...and further, in the said manner, unto the Mortgagor, its heirs, executors and assigns, forever.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagor, its heirs, executors 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 Mortgagor forever, from and against all persons claiming the same or any part thereof.