STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

CONNIE S. TANXERSLED ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, YB Developers, Inc., a South Carolina Corporation

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

(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

Forty-five Thousand and No/100------ Dollars (\$ 45,000.00 ) due and payable in 180 days plus interest at maturity figured at an interest rate of 9%;

with interest thereon from date

at the rate of

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

ALL those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, shown and designated on a Preliminary Plat by R. B. Bruce as Lots 49, 50, 51, 52, 53, 54, 55, 56 and 57 of Forrester Woods Subdivision, Section VII, and having, according to said preliminary plat, the following metes and bounds, to-wit:

LOT 49: Beginning at an iron pin on Cherry Hill Road, joint front corner of Lots 48 and 49, and running thence along the common line of said lots, N. 72-12 W. 160 feet to an iron pin; thence N. 18-53 E. 118.5 feet to an iron pin, joint rear corner of Lots 49 and 50; thence with the common line of said lots S. 76-24 E. 154.6 feet to an iron pin on Cherry Hill Road, joint front corner of Lots 49 and 50; thence with said Cherry Hill Road S. 11-38 W. 35 feet to a point; thence S. 17-53 W. 95 feet to the point of beginning

LOT 50: Beginning at an iron pin on Cherry Hill Road; joint front corner of Lots 49 and 50 and running thence with the common line of said lots N. 76-24 W. 154.6 feet to an iron pin; thence N. 18-53 E. 115 feet to an iron pin, joint rear corner of Lots 50 and 51; thence with the common line of said lots S. 78-34 E. 135.5 feet to an iron pin, joint front corner of Lots 50 and 51; thence with Cherry Hill Road S. 8-13 W. 75 feet to an iron pin on said Road; thence continuing with said Cherry Hill Road S. 11-38 W. 45 feet to the point of beginning.

LOT 51: Beginning at an iron pin on Cherry Hill Road, joint front corner of Lots 50 and 51 and running thence with the common line of said lots N. 78-34 W. 135. 5 feet to an iron pin; thence N. 8-12 W. 85 feet to an iron pin, joint rear corner of Lots 51 and 52; thence with the common line of said lots, N. 76-18 E. 140 feet to an iron pin on Cherry Hill Road, joint front corner of said Lots 51 and 52; thence with Cherry Hill Road S. 10-07 E. 65 feet to an iron pin; thence continuing with said Cherry Hill Road S. 1-18 W. 80 feet to the point of beginning.

SEE ATTACHED SCHEDULE FOR DESCRIPTION OF LOTS 52, 53, 54, 55, 56 and 57.

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.

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

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