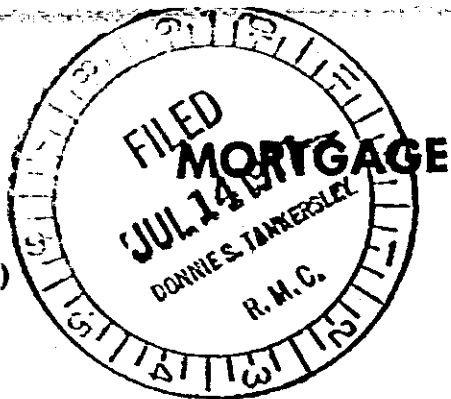


STATE OF SOUTH CAROLINA)
COUNTY OF Greenville



BOOK 1403 PAGE 932

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

Foxlair, Inc.

(herein "Borrower") and the

Mortgagee First Citizens Bank and Trust Company, 340 N. Main St.

Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of Three thousand forty four dollars & 88/100s (\$ 3,044.80) as evidenced by the Borrower's promissory Note of even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable 6 months from date _____; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all obligations of the Borrower to Lender in the total principal amount of Three thousand four dollars & 88/100 dollars (\$ 3,044.80);

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in consideration of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c) (all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforcement of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender, its successors and assigns, the following described real estate:

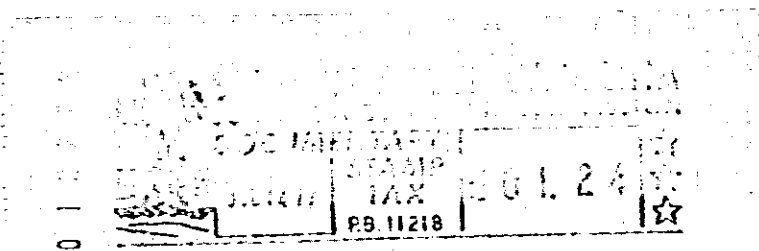
All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the county of Greenville, State of South Carolina described as follows:

All that piece parcel lot of land situate, lying and being on the Southern side of Pelham Road, near the City of Greenville, in the County of Greenville State of South Carolina, and known and designated as a 212 acre tract on plat of property of Central Realty Corporation, dated June 1974, by C.O. Riddle, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Pelham Road at the joint corner of this tract and property now or formerly of Pension Plan and Trust of L & P Enterprises; and running thence with the Southern side of Pelham Road S. 76-14E. 101.9 feet to an iron pin thence continuing with said road S. 76-55 E. 242 feet to an iron pin; running thence along a new line through property of the Grantor S. 13-05 W. 300 feet to an iron pin; running thence N. 76-04 W. 300 feet to an iron pin; running thence N. 4-40 E. 300 feet to an iron pin on the Southern side of Pelham Road to the point of beginning.

This is a portion of the property conveyed to the Grantor herein by H.Hoke Smith by deed recorded in the R.M.C. Office for Greenville County in Deed Book 623 at Page 323.

This property is conveyed subject to restrictions and easements, or rights of way, if any, of record.



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