VOL 1661 PASE 361

MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA GREENVILLE CO. S. C HAY 1 3 08 FH BY GREENVILLE

> DUNNIE STANNERSLEY R.H.C.

WHEREAS,

William R. Fairbanks and Josef J. Majka

(hereinaster referred to as Mortgagor) is well and truly indebted unto College Properties, Inc.

Post Office Box 408, Greenville, S. C. 29602

(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-nine Thousand Nine Hundred Fifty and No/100----

Dollars (\$ 49,950.00) due and payable

in accordance with the terms of said promissory 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 account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgager 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, burgained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

XX POSTANGE NEW SPRINGS STANKS

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 65 on plat of CHANTICLEER TOWNS, PHASE II recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-W, at page 53 reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by the Mortgagee by deed of even date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagors to Wachovia Mortgage Company of even date, recorded herewith.

Mortgagors further covenant and agree:

1. To keep monthly payments current at all times on any first mortgage loan that may be secured by the within described proeprty. Should mortgagors become sixty (60) days or more delinquent on any sucy first mortgage loen, the mortgagee herein, at its option, may accelerate all remaining payments due hereunder declaring the entire balance due and payable, together with costs and fees and commence mortgage foreclosure proceedings in accordance with the laws of this State.

2. Not to abandon construction work to be performed on the premises for a period Cof two (2) weeks or longer.

3. To complete all construction of the dwelling to be placed on the premises not later than six (6) months from the date of the within mortgage.

Sailure to comply with said covenants shall constitute a default on the within chortgage.

SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX

P.B. 11218

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 rich 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, such assigns, forever.

The Mortgagor covenants that it is limfully seized of the premises heireinabove described it ree simple absolute, that it has good right and is Mally 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.

SHEENVILLE OFFICE SUPPLY CO. INC

