

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

JUN 12 5 03 PM '74
DONNIE S. TANKERSLEY
R.M.C.
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R. E. Gregory & Co., Ltd. and College Properties, Inc., t/a Carter's Grove Associates, a Joint Venture, (hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation

(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 Two Hundred Sixty-six Thousand and no/100-----

----- Dollars (\$ 266,000.00) due and payable on or before June 11, 1976, with interest thereon from date ~~XXXXXX~~ according to the terms of promissory note of even date herewith;

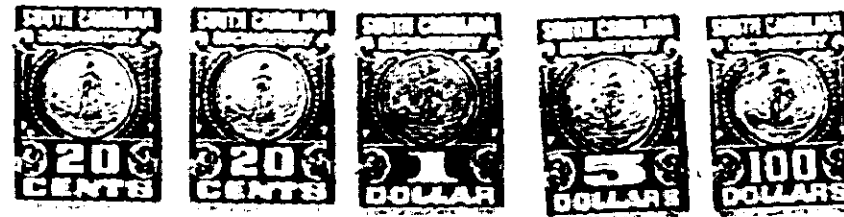
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Greenville, on the northern side of Pelham Road, containing 22.18 acres, more or less, and having according to a plat entitled "Property of R. E. Gregory & Co., Ltd." prepared by Dalton & Neves, Engineers, dated May, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S-F at Page 60, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Pelham Road at the joint corner of the premises herein described and property now or formerly of Smith and running thence with the line of property now or formerly of Smith N. 4-28 E. 337.9 feet to an iron pin; thence continuing with the line of property now or formerly of Smith S. 89-17 W. 258.8 feet to an iron pin; thence with the line of property now or formerly of Tinsley N. 4-06 E. 1406 feet to an iron pin in the line of Foxcroft Subdivision; thence with the line of Foxcroft Subdivision the following courses and distances: S. 80-19 E. 304.5 feet to an iron pin, thence S. 80-05 E. 407.6 feet to an iron pin, thence S. 10-31 W. 350.9 feet to an iron pin; thence with the line of property now or formerly of Waddell S. 9-30 W. 1245.8 feet to an iron pin on the northern side of Pelham Road; thence with the northern side of Pelham Road the following courses and distances: S. 77-19 W. 63.7 feet to an iron pin, thence S. 79-45 W. 100 feet to an iron pin, thence S. 85-00 W. 100 feet to an iron pin, thence S. 89-17 W. 40 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Louise C. Smith dated June 6, 1974; by deed of Richard G. Coker dated June 6, 1974; and by deed of Allene Cobb Springfield dated June 11, 1974, all of said deeds to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.



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.

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 whatsoever lawfully claiming the same or any part thereof.

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