

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE APR 1 3 17 PM '83

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

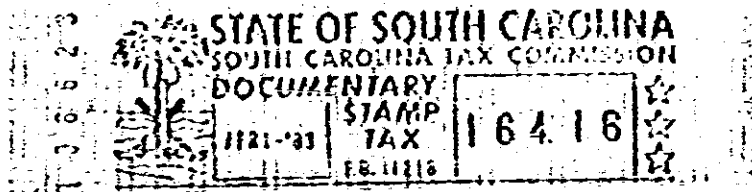
WHEREAS, Hamlett Builders, Inc.

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

(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

Four Hundred Ten Thousand, Four Hundred & No/100 Dollars (\$ 410,400.00) due and payable

in accordance with Mortgagor's promissory note of even date, the final maturity of which shall be March 31, 1986



with interest thereon from even date at the rate of ten (10%) per centum per annum, to be paid: in monthly installments of interest only, together with lot release payments as set forth below

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

All those 38 lots of land situate, lying and being in the State of South Carolina, County of Greenville, located in Canebrake Subdivision, being described as follows:

I.

Lot Nos. 31, 46, 47, 48, 49, 50 and 63 as shown on plat of Canebrake Subdivision, Phase I, recorded in the RMC Office for Greenville County in Plat Book 5D at Pages 95 and 96.

II.

Lot Nos. 136 and 143 as shown on plat of Canebrake Subdivision recorded in said RMC Office in Plat Book 7C at Page 11.

III.

Lot No. 144 as shown on plat of Canebrake Subdivision recorded in said RMC Office in Plat Book 7C at Page 16 and as revised in Plat Book 7C at Page 49.

IV.

Lot Nos. 155, 156, 157, 158, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 184, 192, 195, 206 and 211 as shown on plat of Canebrake Subdivision, Phase II, Sheet 1, recorded in said RMC Office in Plat Book 7C at Page 69, and as revised in Plat Book 7C at Page 79 and as revised in Plat Book 7X at Page 78.

V.

Lot Nos. 212, 228, 233, 234, 236, 239, 241, 250 and 251 as shown on plat of Canebrake Subdivision, Phase II, Sheet II, recorded in said RMC Office in Plat Book 7C at Page 41.

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

This mortgage is junior in lien to that certain mortgage of even date executed by the Mortgagor herein in favor of Southern Bank & Trust Company to be recorded herewith.

Mortgagee agrees to release individual lots identified above when sold without payment, provided that the proceeds of sale less customary expenses of sale are paid over to the holder of the above first mortgage, until such time as said first mortgage indebtedness is paid in full. Thereafter Mortgagee shall release individual lots upon payment to it by Mortgagor of Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars per lot.

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 whomsoever lawfully claiming the same or any part thereof.

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