COUNTY OF GREENVILLE

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

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WHEREAS. Prestige Wollders of Greenville, Etcl. , a corporation organized and existing under the laws of the State of South Carolina. (hereinafter referred to as Morgagor) is well and truly indebted unto

College Properties, Inc.

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(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Thirty-five Thousand Five Hundred and No/100-----(\$35500.00)-----
Dollars

(\$XXXXXXXXXX) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest therein herein and research the paid as provided for in said note; and.

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgages 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 Mortgagoe at any time for advances made to or for his account by the Mertgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in band well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns:

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. 27 on plat of CLUB FOREST, Revision No.1 recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-7, at page 16, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor 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 Mortgagor to First Federal Savings and Loan Association, of even date, recorded herewith.

Mortgagor further covenants and agrees:

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

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

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

Failure to comply with said covenants shall constitute a default on the within mortgage.

Together with all and singular rights, members, herditaments, and appurtmances to the same belonging to any way incident or appertaining, and off all the rects, invest, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting furtures now or hereafter affected, or fitted thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, he considered a part of the real estate

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> TO HAVE AND TO HOLD, all and degular the said premiers unto the Mortgages, its hairs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described to fee simple absolute, that it has good right and is a fully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and corumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.