Mortgagee's Address: 301 College Street, Greenville, SC 2960

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS,

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

JAMES MAN SHOEMAKER, JR and MARY S. SHOEMAKER

(hereinafter referred to as Mortgagor) is well and truly indebted linto

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 in-EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100----corporated herein by reference, in the sum of

.---- Dollars (\$ 8,250.00

) due and payable

one year from date as set forth in a note of even date herewith

with interest thereon from

date

none

per centum per annum, to be paid:

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:

NATAR HINK ROTERIN PROBLEM PROCESSOR OF THE PROCESSOR OF

ALL that 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. 167 of a subdivision known as Cliff Ridge Colony, Phase I, Sheet 2 as shown on plat thereof prepared by Arbor Engineering, Inc. being recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 53 and having according to said plat such metes and bounds as appear thereon.

This being the same property conveyed to Mortgagors herein by deed of College Properties, Inc. dated October 18, 1983 and recorded herewith.

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 Murtgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The second control of the control of

. The second second