STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

122 30 3 53 PH 173 MORTGAGE OF REAL ESTATE

DONNIE S. TARKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Venna G. Howard

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

as provided for in Promissory Note executed of even date herewith, together

with interest thereon from date

at the rate of eight

per centum per annum, to be paid: at maturity.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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, being known and designated as Lot No. 51 of a Subdivision known as CANEBRAKE I as shown on plat thereof prepared by Enwright Associates, dated August 18, 1975, revised October 6, 1975, and recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 96 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

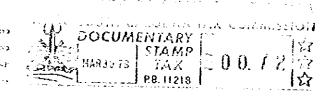
THIS is the same property as that conveyed to the Mortgagor herein by deed from College Properties, Inc., recorded in the RMC Office for Greenville County on March 30, 1979.

THIS is a third mortgage lien subject to that certain first mortgage given to First Federal Savings and Loan Association in the amount of \$47,000.00, dated March 30, 1979, and that certain second mortgage given to Southern Service Corporation in the amount of \$7,500.00, dated March 30, 1979, both mortgages to be recorded of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Drawer 408, Greenville, South Carolina 29602.

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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 such 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 heireinabove described it ree simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free 2nd 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

C.VO ACEA