

Mortgagee's mailing address: GREENVILLE CO. S. C. 301 College Street, Greenville, South Carolina

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
MAY 16 10 23 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE VOL. 1466 PAGE 534

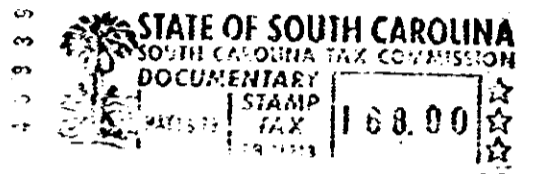
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, College Properties, Incorporated

(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

Four Hundred Twenty Thousand and No/100-----Dollars (\$ 420,000.00) due and payable
Interest only shall be payable on the first day of each and every month beginning the first
day of the month following the first construction draw and the principal will be due and
payable in full on or before two years from date



with interest thereon from date at the rate of 10% per centum per annum, to be paid: monthly

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 that piece, parcel or lot of land situate, lying and being in the State of South Carolina County of Greenville located on the northern side of Woods Road containing acreage according to plat entitled "Composite Plat for College Properties, Inc., Phase II, Canebrake Subdivision" prepared by Arbor Engineering dated May 13, 1979 being recorded in the RMC Office for Greenville County in Plat Book 6 V at Page 94 and Plat Book 6 V at Page 95 and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Woods Road which point lies east of the intersection of Woods Road and Batesville Road and running thence N. 18-10 W. 767.90 feet to an iron pin; thence N. 71-50 E. 180 feet to an iron pin; thence N. 18-10 E. 6.28 feet to an iron pin; thence N. 71-50 E. 130 feet to an iron pin; thence N. 18-10 E. 20 feet to an iron pin; thence N. 71-50 E. 180 feet to an iron pin; thence N. 18-10 W. 75.02 feet to an iron pin; N. 70-12 E. 130.06 feet to an iron pin; thence S. 18-10 E. 15 feet to an iron pin; thence N. 42-44 E. 174.59 feet to an iron pin; thence S. 62-00 E. 411.64 feet to an iron pin; thence N. 29-00 E. 179.68 feet to an iron pin on the northeastern side of Saratoga Drive; thence with said drive N. 61-09 W. 18.45 feet; thence with the following courses and distances: N. 29-00 E. 201.92 feet, S. 25-54 E. 117.91 feet, S. 56-03 E. 118.54 feet, S. 67-59 E. 209.55 feet, S. 71-05 E. 82.01 feet, S. 56-10 E. 361.58 feet, S. 21-41 E. 200.03 feet, S. 29-31 W. 281.15 feet, N. 82-21 E. 339.96 feet and S. 07-39 E. 140.07 feet to an iron pin on the northern side of Woods Road; thence with said road the following courses and distances: S. 82-21 W. 938.07 feet, S. 81-50 W. 438.81 feet, S. 81-50 W. 574.4 feet, and S. 82-40 W. 55.34 feet to an iron pin at the point of BEGINNING.

This being a portion of the same property conveyed to the mortgagor herein by deed of J. A. Bolen as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Incorporated, trading as Batesville Property Associates, a Joint Venture dated February 3, 1978 and recorded in the RMC Office for Greenville County in Mortgage Book 1074 at Page 161.

The mortgagee agrees to release the lots to be developed in this Subdivision for a release fee of \$6,250.00.

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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