

Mortgagee's address: 306 E. North Street, Greenville, S. C.

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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUN 27 2 04 PM '78  
DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE OF REAL ESTATE**

ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, College Properties, Inc., a South Carolina corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Seven Hundred Thousand and No/100-----Dollars (\$ 700,000.00) due and payable

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ 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:

"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 a front triangular portion of Lot 81 of a subdivision known as Canebrake I as shown on a plat thereof being recorded in the R. M. C. Office for Greenville County in Plat Book 5-P, Page 46, and having, according to a more recent survey entitled "Realignment of Common Property Line Lots 80 and 81" prepared by Arbor Engineering dated October 27, 1978 (on which plat said lots as changed are referred to as Lots 81-A and 80-A), and having, according to the latter plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Bennington Road at the original front joint corner of Lots 80 and 81, and running thence with the joint original property line, S. 10-29 E. 67.19 feet to an iron pin; thence with a new line, N. 14-43 E. 74.26 feet to an iron pin on the southern side of Bennington Road (shown as the joint front corner of Lots 81-A and 80-A on the Arbor Engineering plat); thence with the southern side of Bennington Road, S. 80-40 W. a chord distance of 20.68 feet; thence continuing with Bennington Road, S. 77-14 W. a chord distance of 10.94 feet to the original joint front corner of Lots 80 and 81, the point of beginning." Being the same property conveyed to the mortgagor by William J. Barrett, Jr. and Dorothy H. Barrett by deed of even date, to be recorded herewith.

It is intended by the parties that the above described property be added to the original mortgage security dated May 2, 1975, being recorded on May 2, 1975 in Mortgage Book 1338 at Page 268. This is not a new debt but is given for the purpose of additional security in view of the fact that the mortgagee has released certain other property, and in exchange for said release, the within mortgage is given as substitute security. No stamps will be paid on this mortgage since there is no new indebtedness.

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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 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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