STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OF THE STATE ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

FOOTHILLS DELTA P, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation, P. O. Box608, Greenville, S. C. 29602

(hercinafter 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

Thirteen Thousand Three Hundred Fifty and No/100----- Dollars (\$ 13,350.00) due and payable in accordance with the terms of said promissory note;

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with interest thereon from

at the rate of 14

per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 guid 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, on the southwestern side of DeKalb Drive, being known and designated as Lot No. 326 on plat of CANEBRAKE SUBDIVISION, PHASE III, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-X, at page 97, 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 College Properties, Inc. 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, recorded herewith.

Mortgagor further convenants 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 mortgagor become sixty (60) days or more delinquent onany 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 costs and fees and commence mortgage foreclosure proceedings in accordance with the laws of this State.
- 2. Not to abandon construction work to be performed on the premises for a period of 2 two (2) weeks or longer.
- 43. To complete all construction of the dwelling of the placed 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.

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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 s ch 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, size asors and assigns, forever.

The Mortgagor covenants that it is livifully seized of the premises heireinabove described it tree simple absolute, that it has good right and is living 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

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