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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
JUL 13 9 34 AM '83

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

DONNIE S. TANNERSLEY
R.M.C.

WHEREAS, Morgan W. Fays

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

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 incorporated herein by reference, in the sum of Thirty Four Thousand Five Hundred and no/100

Dollars (\$ 34,500.00) due and payable on

or before July 11, 1984

with interest thereon from n/a at the rate of n/a per centum per annum, to be paid: in accordance with the terms of said promissory note

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 shown and designated as Lot 66 on

a plat entitled "Chanticleer Towns, Phase II" prepared by Arbor Engineering, Inc., dated May 14, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 5,*and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of the private road right of way for Hidden Hills Drive at the joint front corner with Lot 65 and running thence along the joint line with Lot 65 N. 26-03-29 E. 135.49 feet to an iron pin at the joint rear corner with Lot 65; thence running S. 64-03-52 E. 69.45 feet to an iron pin at the joint rear corner with Lot 67; thence running along the joint line with Lot 67 S. 26-15-58 W. 136.78 feet to an iron pin on the northerly side of the private road right of way for Hidden Hills Drive at the joint front corner with Lot 67; thence running along said road right of way N. 63-49-19 W. 68.96 feet to an iron pin at the joint front corner with Lot 65, being the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of College Properties, Inc. of even date to be recorded herewith.

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RECORDED
JUL 13 1983
R.M.C.

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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