

Mortgagee's Address: 301 College Street, Greenville, S. C. 29601

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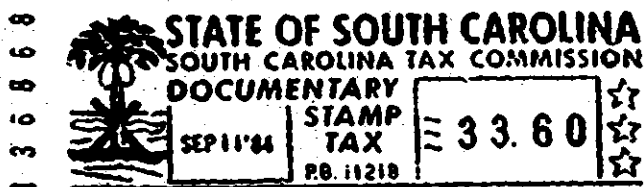
### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on...September 7...  
 19..84.... The mortgagor is...College Properties, Inc.....  
 ("Borrower"). This Security Instrument is given to... First Federal  
 Savings and Loan Association of South Carolina....., which is organized and existing  
 under the laws of the United States of America....., and whose address is...301 College Street,  
 Greenville, South Carolina 29601..... ("Lender").  
 Borrower owes Lender the principal sum of One Hundred Twelve Thousand and no/100.....  
 Dollars (U.S. \$...112,000.00.). This debt is evidenced by Borrower's note  
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
 paid earlier, due and payable on .....September 7, 1985..... This Security Instrument  
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument  
 and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and  
 assigns the following described property located in...Greenville..... County, South Carolina:

ALL that piece, parcel or lot of land situate, lying and being in the  
 State of South Carolina, County of Greenville being known and  
 designated as Lot No. 128 of a subdivision known as Cliff Ridge Colony,  
 Phase I, Sheet 2 as shown on plat thereof prepared by Arbor Engineering,  
 Inc. being recorded in the RMC Office for Greenville County in Plat  
 Book 9-F at Page 53 and having according to said plat such metes and  
 bounds as appear thereon.

The above described property is a portion of the same conveyed to  
 College properties, Inc. by deed of Coggins Land Company dated January 15,  
 1982 and recorded January 22, 1982 in the RMC Office for Greenville  
 County in Deed Volume 1161 at Page 339.

This conveyance is made subject to Restrictive Covenants recorded in  
 the RMC Office for Greenville County in Deed Volume 1184 at Page 38  
 and to such other rights of way, easements or restrictions of record,  
 as shown on plats or as may appear on the premises.



which has the address of ..... Lot 128 Cliff Ridge ..... Caesars Head .....  
 (Street) (City)  
 South Carolina ..... ("Property Address");  
 (Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all  
 the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties,  
 mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All  
 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this  
 Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
 Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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