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 FILED
 MORTGAGE OF REAL ESTATE - S. C.
 STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }
 DEC 13 3 37 PM '82
 MORTGAGE OF REAL ESTATE
 BOOK 1588 PAGE 737
 TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 80 PAGE 536

WHEREAS, BEECHWOOD PROPERTIES, A SOUTH CAROLINA PARTNERSHIP
 (hereinafter referred to as Mortgagor) is well and truly indebted unto COLLEGE PROPERTIES, INC.,
 Post Office Box 408, Greenville, S. C. 29602
 (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 Twenty-seven Thousand Five Hundred and No/100
 Dollars (\$ 27,500.00) due and payable
 date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by Beechwood
 Properties, A. Partnership, to Security Federal Savings and Loan Association dated
 December 10, 1982, recorded in Mortgage Book 1588 at page 668

- Mortgagor further covenants and agrees:
1. To keep monthly payments current at all time on any first mortgage loan that may be secured by the within described property. Should mortgagor become sixty (60) days or more delinquent on any such first mortgage loan, the mortgagee herein, at its option, may accelerate all remaining payments due hereunder declaring the entire balance due payable, together with cost 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 two (2) weeks or longer.
 3. To complete all construction of the dwelling to be 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.

STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 DOCUMENTARY STAMP
 DEC 13 1982
 \$ 11.00
 26612

FILED
 GREENVILLE S. C. 29602
 APR 13 1983
 PAID, SATISFIED & CANCELLED
 College Properties, Inc.
 DATE April 13, 1983
 J. Gary Williams
 WITNESS: Apple R. McGehee

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 such 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 hereinafore 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 whatsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.