Mortgagee's Mailing Address: 50 c/o John A. Bolen, 700 E. North Street, 0. S. c. Greenville, S. C. 29601 200(1588 HE S.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERNI

Julian Road Developers, a South Carolina Partnership WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Vicki S. Bolen, as Trustee and Rebekah T. DeBruhl, as Trustee

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

corporated herein by reference, in the sum of Fifteen Thousand, Six Hundred and No/100----- Dollars (\$ 15,600.00) due and payable

\$200.00 shall be paid to the note holder by the maker of this note per lot as maker request holder to release lots from the lien of the mortgage held by holder covering certain lots in Sections 13, 14 and 15 of Devenger Place Subdivision; If not sooner paid the balance due on this note and mortgage shall be payable in full on October 31, 1986; if this note is paid in full at maturity it will bear no interest; however, if this note is not paid at maturity it shall begin to bear interest on October 31, 1986 at the then prevailing New York City prime rate;

at the rate of See Aboveer centum per annum, to be paid: See Above with interest thereon from See Above

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 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 paid by the Mortgagoe and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE

ALL those pieces, parcels or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 323 through 347 inclusive, together with Lot No. 358 (making a total of 26 lots) Section 13 of a Subdivision known as Devenger Place according to a plat thereof prepared by Dalton & Neves dated May, 1981 being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 12 and having, according to said plat, such metes and bounds as appears thereon.

ALSO:

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 304 through 322 inclusive, together with Lot No. 395 (making a total of 20 lots) Section 14 of a Subdivision known as Devenger Place according to a plat thereof prepared by Dalton & Neves being recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 30 and having, according to said plat, such metes and bounds as appears thereon.

ALSO:

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Nos. 348 through 357 inclusive, together with Lots 359 through 394, inclusive except for the following lots which are not included (making a total of 32 lots net): 361, 362, 364, 365, 367, 368, 370, 371, 372, 373, 376, 379, 388 and 392 and having according to a plat thereof prepared by Dalton & Neves being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 26, such metes and bounds as appears thereon.

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

(Continued on Schedule "A")

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 futures 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 beforever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.