Mortgagee's Mailing address: 301 College Street, Greenville, S. C. GREENVILLE.CO. & College Properties, Inc., Att: Ned Arndt

JAN 10 4 26 PH '77

300x 1387 FAGE 36

STATE OF SOUTH CAROLINA BOIL NE S. TANKERSLEY COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATEOR 63 FAGE 94 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. A. Bolen, as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Inc., trading as Batesville Property Associates II, a Joint Venture (hereinister referred to as Mortgagor) is well and truly indebted unto J. A. Bolen, as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Inc., trading as Batesville Property Associates, a Joint Venture

(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 Twelve Thousand, Five Hundred and No/100-----Twelve Thousand, Five Hundred and No/100-----

in full when all of the houses on the negative party covered universal and payable mortgagor by mortgagee by deed of even date and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$375,000.00 executed on this date by mortgagor berein to NCNB Mortgage South, Inc. to be recorded herewith.

Mortgagee agrees to release the above mentioned lots at a releaseprice of \$1,250.00 per lot.

PAID AND SATISFIED 11/1/78 BATESVILLE PROPERTY ASSOCIATES

Executive Vice President

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertament, 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 beirs, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.