

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

OFFICE  
GREENVILLE, S. C.

1539 44

# MORTGAGE

THIS MORTGAGE is made this 7th day of December, 1983, between the Mortgagor, COLLEGE PROPERTIES, INC.

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Eight Thousand & EIGHT HUNDRED & no/100 (\$88,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 7, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 7, 1984.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of 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. 144 of a subdivision known as Cliff Ridge Colony, Phase I, Sheet I 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 52 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 #144 Cliff Ridge Colony Ceasars Head,  
SC (herein "Property Address").

TO HAVE AND TO HOLD 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA — RECORDS OF THE REGISTER OF DEEDS AND INSTRUMENTS