BROX 1556 PAGE 65

STATE OF SOUTH CAROLINA OCT 3 44 PH '81
COUNTY OF GREENVILLE DONNIE BAKERSLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

COLLEGE PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN SERVICE CORPORATION

(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

Five Hundred Fifty Thousand and No/100------Dollars (\$ 550,000.00 ) due and payable

As per Note of Even Date;

DOCUMENTARY

COT 23'21

RE 11218

CAROLINA

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TAX

RE 11218

with interest thereon from

Marketti Kircinia

date

at the rate of

per centum per annum, to be paid:

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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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 Mortgagee, 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 that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, located on the southern side of Julian Road containing 29.167 acres as shown on plat entitled "Property of College Properties, Inc." prepared by Dalton & Neves Co. dated January, 1981 being recorded in the RMC Office for Greenville County in Plat Book 8-I at Page 62 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Julian Road at the corner of property now or formerly owned by Larry Lineberger and Susan Lineberger and running thence with the Lineberger property S. 17-49 E., 228.8 feet to an iron pin; thence S. 0-15 E. 235.9 feet to an iron pin; thence S. 8-35 W. 366 feet to an iron pin; thence S. 6-26 W. 1,0001.6 feet to an iron pin at the corner of the Westminister Village Property; thence along the line of Devenger Place, Section No. 2 property N. 73-04 W. 314.4 feet to an iron pin; thence continuing along the line of Devenger Place property and crossing Windward Way and also Rosebud Lane N. 22-59 W. 874.7 feet to an iron pin; thence S. 78-44 W. 130 feet to an iron pin at the corner of property now or formerly owned by Elizabeth B. Kennedy and also George P. Hoffman, III N. 8-00 W. 995 feet to a point in Hudson Road; thence with Hudson Road, N. 51-32 E. 116.2 feet to an iron pin at the corner of property now or formerly owned by Donald Duane and Terrence Anne Greer S. 8-00 E. 382.5 feet to an iron pin, N. 81-21 E. 440.2 feet to an iron pin and N. 7-36 E. 390.2 feet to an iron pin in the center of Julian Road thence with Julian Road following the curvature thereof the fdllowing courses and distances: S. 62-06 E. 50 feet, S. 54-34 E. 50 feet, S. 49-51 E. 65 feet, S. 56-01 E. 50 feet, S. 65-28 E. 50 feet and S. 71-26 E. 160 feet to the point of beginning.

O This being the same property conveyed to the Mortgagor herein by deed of Terrence Anne Open recorded in the RMC Office for Greenville County in Deed Book 1141 at Page 833 on February 2, 1981.

The above described property has been subdivided into a subdivision known as Devenger Place, Section 13 as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 12 and as part of Devenger Place, Section 15 as shown on Plat recorded in Plat Book 8-P at Page 26. The Mortgagee agrees to release each lot in said subdivision from the line of its mortgage upon receipt of the sales price of the lot being conveyed less customary expenses of sale.

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 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 is 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 whomsoever lawfully claiming the same or any part thereof.

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