

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

GREENVILLE CO. S. C.

BOOK 1397 PAGE 700

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
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MORTGAGE OF REAL ESTATE

TO HAVE AND TO HOLD 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 (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

--Twelve Thousand, Five Hundred and No/100----- Dollars (\$ 12,500.00 ) due and payable

One (1) year from date

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of eight \_\_\_\_\_ per centum per annum, to be paid: at maturity

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:

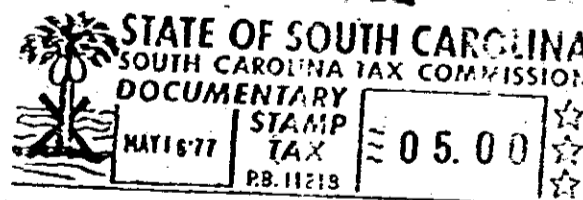
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 \_\_\_\_\_

ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots 81, 82, 83, 98, 99, 108, 112, 113, 117, and 125 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright Associates dated August 18, 1975, subsequently revised and recorded in the RMC Office for Greenville County, S. C., in Plat Book 5P at Page 28 and having according to said plat such metes and bounds as shown thereon. This being the same property conveyed to the mortgagor by deed of 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, 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 herein to NCNB Mortgage South, Inc. to be recorded herewith.

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



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 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 whomsoever lawfully claiming the same or any part thereof.

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