MORTGAGE OF REAL ESTATE -

BOOK 1450 PAGE 777

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

Six Hundred Thousand and No/100---------- Dollars ($ 600,000.00) due and payable Due and payable in full on or before December 31, 1980 together with interest thereon at a rate of one (1%) percent above the prime rate as established by Bankers Trust of South Carolina, Greenville, S. C. as of this date and as may be in effect and adjusted each six (6) month period hereafter, with a minimum rate of ten and one-half (10 1/2%) per centum per annum.

~~with interest thereon from~~

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 that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville within the corporate limits of the City of Greenville located on the northern side of Cleveland Street and having according to a survey prepared for Joan C. Guy by Dalton & Neves Co., Engineers dated August, 1978 being recorded in the RMC Office for Greenville County in Plat Book 6V at Page 26 the following metes and bounds, to-wit:

BEGINNING at an "x" mark at the intersection of the northern side of Cleveland Street with the eastern side of Newman Street and running thence with the eastern side of Newman Street N. 4-10 W. 185 feet to an old iron pin; thence continuing with Newman Street and then continuing with the rear line of adjoining property N. 26-30 W. 684 feet to an old iron pin at the corner of property, now or formerly owned by Beattie; thence with Beattie line Due East 386.3 feet to an old iron pin; thence S. 26-30 E. 922 feet to an iron pin on the northern side of Cleveland Street; thence with the northern side of Cleveland Street the following courses and distances: N. 71-28 W. 97.8 feet; N. 83-36 W. 100 feet, S. 88-26 W. 157.4 feet and S. 85-50 W. 130 feet to the point of BEGINNING.

Said property is the same conveyed to McDaniel Heights Apartment Corporation by J. A. Jones Construction Company dated October 17, 1938 and recorded October 20, 1938 in the RMC Office for Greenville County in Deed Book 206 at Page 274.

STAMPS TAX 240.00

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 such 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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