

Mortgagee's Mail **FILED** Address **O.S.C.** 416 E. North Street, Greenville, S. C. 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JAN 27 4 34 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
BOOK 1593 PAGE 59

WHEREAS, College Properties, Inc.
(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(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

Three Hundred Thousand and No/100-----Dollars (\$ 300,000.00 due and payable

If not sooner paid the entire balance shall be due and payable in full on or before one (1) year from date; interest on the indebtedness shall be computed and paid monthly with the first interest payment due thirty (30) days from date; this indebtedness may be prepaid at any time without penalty,

with interest thereon from _____ date at the rate of Prime plus one (1%) percent per annum, to be paid: monthly

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 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 Lot Nos. 1, 2, 4, 5, 7, 8, 10, 11, 15, 16, 19, 22, 23, 24, 25, 30, 28, 31, 33 and 34 of a subdivision known as Schwiers at Cleveland according to a plat thereof prepared by Dalton & Neves Co. dated April, 1980 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 20 and having, according to said plat, such metes and bounds as appear thereon.

This being a portion of the same property conveyed to the mortgagor herein by deed of Schwiers at Cleveland Development, Inc. recorded May 21, 1982 in the RMC Office for Greenville County in Deed Book 1167 at Page 267.

Mortgagee agrees to release each lot from the lien of this mortgage for the sum of \$30,000.00 per lot.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
120.00
JAN 27 1983

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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