

FILED
GREENVILLE CO S.C.
APR 1 11 30 AM '83
DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 31st day of March, 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 Two Hundred Thousand and No/100 00 Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 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 September 30, 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 certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 71.14 acres as is more fully shown on a survey entitled "Property Survey for the Estate of E.K. Hart" prepared by Arbor Engineering, Inc. March 8, 1982, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Batesville Road at the corner of property of Mildred J. Tuck, and running thence with the line of said property N. 88-06 E. 325.87 feet to an iron pin; running thence with the lines of property of Mildred J. Tuck and Thomas B. and Evelyn B. Phillips S. 31-23 E. 563.79 feet to an iron pin in the line of property of Albert McCarter, et.al.; running thence with the line of said property N. 68-29 E. 2,801.29 feet to a point in the center of Enoree River, which River is the property line; running thence with the River as the line, the traverse lines of which are N. 20-42 E. 298.97 feet; N. 45-35 W. 211.24 feet; N. 6-48 W. 228.55 feet to a point; running thence with the center of Woods Road the following courses and distances, to-wit: S. 80-09 W. 1,018.67 feet to an iron pin; S. 79-38 W. 1,013.25 feet to an iron pin; S. 80-28 W. 1,479.08 feet to a railroad spike in the center of Batesville Road at its intersection with Woods Road; running thence with the center of Batesville Road S. 25-08 E. 360.89 feet to a nail and cap; thence S. 25-17 E. 19.98 feet to a nail; thence S. 24-50 E. 292.92 feet to a nail; running thence S. 87-36 W. 21.19 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Faye M. Hart, Robert Brian Hart, and Ellen Hart Sharpe dated June 30, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1169 at Page 521.

which has the address of Batesville Road Greenville,
(Street) (City)
S.C. (herein "Property Address");
(State and Zip Code)

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 seised 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.

