

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE FILED
JUN 2 2 55 PM '83
DONALD R. M. MOLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HARVEST LANE TOWNHOMES, A LIMITED PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto COLLEGE PROPERTIES, INC.

(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 TWO HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED AND NO/100----- Dollars (\$ 281,200.00) due and payable

AS EVIDENCED ON NOTE OF EVEN DATE HEREWITH

with interest thereon from _____ 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 _____

ALL those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Nos. 22, 23, 24, 25, 26, 27, 28, 29 and 30 on a plat entitled "Schwiers at Cleveland", prepared by Dalton & Neves Co., Engineers, dated April, 1980 and recorded in the R.M.C. Office for Greenville County in Plat Book 7X, page 20, reference to said plat is hereby craved for metes and bounds descriptions.

This is the same property conveyed to the above named mortgagor by deed of College Properties, Inc. to be recorded of even date herewith.

This mortgage is executed pursuant to authority granted by Agreement and Certificate of Limited Partnership of Harvest Lane Townhomes, A Limited Partnership dated October 12, 1982, filed October 14, 1982 in the Office of the Clerk of Court for Greenville County, Judgment Roll #82-6976.

Releases - For and in consideration of the initial payment toward the purchase price mortgagee agrees to release two lots of mortgagor's choice for no additional consideration. Other than the first two lots hereinabove provided for, mortgagee, its successors or assigns, agree to a release price for every lot upon payment of \$40,171.42 plus accrued but unpaid interest, with the interest being pro-rated based on the number of lots still under mortgage at the time of each release request.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
112.48

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.

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