

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.
COUNTY OF GREENVILLE MAY 3 4 14 PM '84 MORTGAGE OF LEASE
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: S and S Investments, a South Carolina General Partnership (hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto College Properties, Inc. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's leasehold 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 (\$300,000.00) DOLLARS, with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated; and

WHEREAS, T. C. Vaughn, as Lessor, and Tritor Greenville, as Lessee, did enter into a certain Ground Lease (hereinafter referred to as "Lease") as of May 1, 1979, a Memorandum of said Lease being recorded in the RMC Office for Greenville County in Deed Book 1105 at Page 149, as amended by Amendment to Lease, dated November 16, 1981, recorded in the RMC Office for Greenville County in Deed Book 1150 at Page 640; and

WHEREAS, said Lease as amended was assigned by Tritor Greenville, Inc. to College Properties, Inc. by Assignment of Lease (hereinafter referred to as "College Assignment") dated January 4, 1982, and recorded in the RMC Office For Greenville County in Deed Book 1161 at Page 45; and

WHEREAS, College Properties, Inc. and S and S Investments, a South Carolina General Partnership, did enter into a certain Assignment of Lease bearing even date herewith in which College Properties, Inc. did assign, transfer and set out unto S and S Investments, a South Carolina General Partnership, its successors and assigns, all its right, title and interest in the leasehold estate created by the College Assignment and the Lease aforementioned; and

WHEREAS, the Mortgagor may hereinafter 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 purpose; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable as provided in said promissory note.

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