

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

NO. 1671 PAGE 532

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED
JUL 6 4 13 PM '84
DORR
MERSLEY

WHEREAS, THE FAIRBANKS COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto COLLEGE PROPERTIFS, 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 Twenty-Three Thousand and no/100

Dollars (\$ 23,000.00) due and payable

One-half of indebtedness will be paid in three (3) equal installments \$3,833.34 upon closing of the construction loan 1/3 (\$3,833.33) due 30 days after closing of construction loan; 1/3 (\$3,833.33) due 60 days after closing of construction loan.

The other half will be due twelve (12) months from the date of closing or upon sale of house by deed or bond for title, or contract of sale, or leased with option to purchase, or is otherwise disposed of, whichever of said events first occurs

with interest thereon from even date at the rate of N/A per centum per annum, to be paid:

In accordance with the terms of said note. Any sums not paid when due shall bear interest at the rate of eighteen (18%) percent per annum

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 being known and designated as Lot No. 140 of a subdivision known as Cliff Ridge Colony, Phase I, Sheet I as shown on plat being recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 52 and having such metes and bounds as appears thereon. Said property is a portion of the same conveyed to the Seller by deed of Cognins Land Company dated January 15, 1982 and recorded January 22, 1982 in the RMC Office for Greenville County in deed Volume 1161 at Page 339; subsequently conveyed by College Properties, Inc. to Fred A. Bettis and Ann H. Bettis by deed dated November 29, 1983 recorded in the RMC Office for Greenville County in Deed Book 1201 at Page 438 and conveyed to College Properties, Inc. by deed of Fred A. Bettis and Ann H. Bettis dated December 29, 1983 and recorded in the aforesaid RMC Office in Deed Book 1203 at Page 485.

Mortgagor further covenants and agrees:

1. To keep monthly payments current at all times on any first mortgage loan that may be secured by the within described property. Should mortgagor become sixty (60) days or more delinquent on any such first mortgage loan, the mortgagee herein, at its option may accelerate all remaining payments due hereunder declaring the entire balance due and payable together with cost and fees and commence mortgage foreclosure proceedings in accordance with the laws of this state.
2. Not to abandon construction work to be performed on the premises for a period of two (2) weeks or longer.
3. To complete all construction of the dwelling to be place on the premises not later than six (6) months from the date of the within mortgage. Failure to comply with said covenants shall constitute a default on the within mortgage.

This being the same property conveyed to the mortgagors herein by deed of College Properties, Inc. of even date and to be recorded herewith, and is subject to all rights by way of easement over a portion of the above-described property conveyed by College Properties, Inc. to Lawson Sauls by instrument recorded in the RMC Office for Greenville County in Deed Book 1206 at Page 911.

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. This mortgage is junior in lien to that mortgage from the Mortgagor to Community Bank of even date to be recorded herewith,

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