Mortgagee's address: 306 E. North Street, Greenville, S. C. GREFNVILLE CO. S. C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE ALL WHOM THESE PRESENTS MAY CONCERN.

College Properties, Inc., a South Carolina corporation, WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Love vi-A and ev-A), and having, according to the latter plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Bennington Road at the original front joint corner of Lots 80 and 81, and running thence with the joint original property line, S. 10-29 E. 67.19 feet to an iron pin; thence with a new line, N. 14-43 E. 74.26 feet to an iron pin on the southern side of Bennington Road (shown as the joint front corner of Lots 81-A and 80-A on the Arbor Engineering plat); thence with the southern side of Bennington Road, S. 80-40 W. a chord distance of 20.68 feet; thence continuing with Bennington Road, S. 77-14 W. a chord distance of 10.94 feet to the original joint front corner of Lots 80 and 81, the point of beginning." Being the same property conveyed to the mortgagor by William J. Barrett, Jr. and Dorothy H. Barrett by deed of even date, to be recorded herewith.

It is intended by the parties that the above described property be added to the original mortgage security dated May 2, 1975, being recorded on May 2, 1975 in Mortgage Book 1338 at Page 268. This is not a new debt but is given for the purpose of additional security in view of the fact that the mortgagee has released certain other property, and in exchange for said release, the within mortgage is given as substitute security. No stamps will be paid on this mortgage since there is no new indebtedness 1980

PAID IN FULL AND SATISFIED THIS 6HL DAY OF PAID IN FULL AND TRUST COMPANY

SOUTHERS, BANK AND TRUST COMPANY

using, and all of the rents, issues, and profits which may arise of be had therefrom, and including in any way incident or apperfixtures now or hereafter attached, connected, or fitted therefro 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 exist and the real estate.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.