Mortgagee's mailing address: 301 College Street, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OR WHEREAS,

Jim Vaughn Associates, a South Carolina Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Phase II

(hereinafter referred to as Mortgagor) is well and truly indebted unto
College Properties, Inc. dba Canebrake
Phase II

Twelve Thousand, Five Hundred and No/100----- Dollars (\* 12,500.00 due and payable \$6,500.00 plus interest at the rate of 12% due and payable upon first construction draw from First Federal Savings and Loan Association on first

The portgage is junior and inferior to the lien of that certain mortgage in the sum of \$48,800.00 executed on this date by the mortgagor herein to first Federal Savings and Loan Association to be recorded herewith.

CANCELLED

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 futures 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 beirs, successors and assigns, forever.

1) 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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Property of the