

MORTGAGE OF REAL ESTATE

301 College St.  
City 29601 BOOK 1597 PAGE 899

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE CO. S. C.  
MAR 15 9 58 AM '83

MORTGAGE OF REAL ESTATE BOOK 83 PAGE 559

ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
Ben E. Sanders

WHEREAS,

(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  
Thirty-five Thousand Five Hundred and No/100 Dollars (\$ 35,500.00 ) due and payable

in accordance with the terms of said promissory note;

of even date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagor to First Federal Savings and Loan Association dated March 14, 1983, recorded herewith.

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 weeks or longer.
3. To complete all construction of the dwelling to be placed 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 within mortgage.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
MAR 15 '83 14.20  
FB 11218

JAN 12 1984

SOUTHERN SERVICE CORPORATION  
COLLEGE PROPERTIES, INC.

DATE September 26, 1983

Office Manager - Vice President

Together with all and singular rights, members, hereditaments, and appurtenances the same belonging, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or listed 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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W. D. Sanders