FILED mortgagee's Mailffg Address0. S.C.

416 E. North Street, Greenville, S. C. 86 mal438 BOOK

JAN 27 4 34 PH '83

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: 800x1593 PAGE 59

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLEDONNIE S. TANKERSLEY

WHEREAS,

(C)

The state of the state of

College Properties, Inc.

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

Community Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-corporated herein by reference, in the sum of

Three Hundred Thousand and No/100-------Dollars (\$ 300,000.09 due and payable

If not sooner paid the entire balance shall be due and payable in full on or before one (1) year from date; interest on the indebtedness shall be computed and paid monthly with the first interest payment due thirty (30) days from date; this indebtedness may be prepaid at any time without

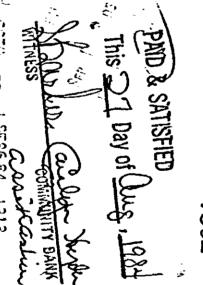
Schwiers at Cleveland according to a plat thereof prepared by Dalton & Neves Co. dated April, 1980 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 20 and having, according to said plat, such metes and bounds as appear thereon.

This being a portion of the same property conveyed to the mortgagor herein by deed of Schwiers at Cleveland Development, Inc. recorded

May 21, 19/2 in the RMC Office for Greenville County in Deed

Book 1167 at Page 267.

Mortgagee agrees to release each lot from the lien of this omortgage for the sum of \$30,000.00 per lot.



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 anticometer and ellipses are free and clear of all liens and encumbrances except as provided berein.