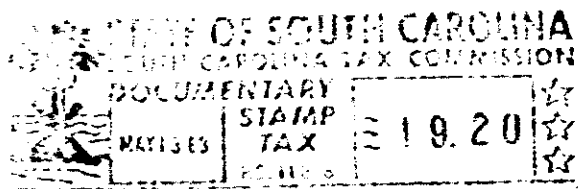


MAY 13 12 39 PM '83

DONNIE S. B. BERGLEY
R.M.C.

807-1606 512



MORTGAGE

THIS MORTGAGE is made this 11th day of May, 1983, between the Mortgagor, James H. Simkins and Kirby Quinn, Jr., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-eight thousand and no/100ths (\$48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1998

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina.

ALL that piece, parcel or lot of land with all improvements thereon, situate, lying and being on the western side of North Main Street in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated on plat of J.H. Rush, et al. recorded in Plat Book K at Page 152, Plat of Virginia Dare American Corporation of New Jersey prepared by Pickell and Pickell, dated February 24, 1950, recorded in Plat Book X at Page 139 and being described more particularly according to Plat of James H. Simkins and Kirby J. Quinn, Jr., prepared by Freeland and Associates, dated May 10, 1983, to wit:

BEGINNING at a nail on the western side of North Main Street, which point is 30.1 feet from the southwestern corner of the intersection of North Main Street and West North Street and which point is the joint front corner of the within described property and property now or formerly belonging to the Ellis Estate, and running thence with the line of said Ellis property N 69-00 W, 131.75 feet to a point on the eastern edge of a brick wall located on property now or formerly belonging to Quinn; thence along the eastern edge of said brick wall S 20-25 W, 30 feet to a point in the approximate center of a brick wall; thence along the center line of said brick wall S 69-00 E, 131.5 feet to a nail on the western side of North Main Street; thence along the western side of North Main Street N 20-55 E, 30 feet to a nail, the point of beginning.

DERIVATION: Deed of Eugene B. Sagan recorded January 5, 1981 in Deed Book 1140 at Page 167 in the Greenville County RMC Office.

which has the address of 125 North Main Street, Greenville, SC (City)
(State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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