

FILED
GREENVILLE CO. S.C.
NOV 23 11 54 AM '83
DUNN - WILKINSLEY
R.M.C.

1037 114

MORTGAGE

THIS MORTGAGE is made this 23rd day of November, 1983, between the Mortgagor, Furman Cooper Builders, Inc., (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 Thirty-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 23, 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 November 23, 1984.

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 15 on plat of Adams Mills Estates, recorded in the RMC Office for Greenville County in Plat Book 4R, Page 31 and also as shown on a more recent survey prepared by Freeland & Associates, dated November 23, 1983, entitled "Property of Furman Cooper Builders, Inc." recorded in the RMC Office for Greenville County in Plat Book 10-E, Page 31, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Whitestone Avenue, joint corner of Lots 15 and 16 and running thence with the common line of said lots, N 3-47 E 179.0 feet to an iron pin; thence S 55-13 E 150.0 feet to an iron pin; thence with the common line of Lots 14 and 15, S 27-39 W 161.2 feet to an iron pin; thence along Whitestone Avenue, N 76-43 W 15.0 feet to an iron pin; thence with the curve of Whitestone Avenue, the chord of which is N 44-31 W 65.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Sammie L. Sims and Brenda J. Sims, to be recorded of even date herewith.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
NOV 23 1983
\$14.00

which has the address of 130 Whitestone Avenue, Mauldin, SC 29662
(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 seized 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.

SOUTH CAROLINA — 1983-11-23 — 1037-114 — INSTRUMENT

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