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GREENVILLE S.C.  
DEC 2 2 52 PM '83  
DUNN R.M.C.

# COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 19 83, between the Mortgagor, S & S Investments, a South Carolina General Partnership, (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 Two Hundred Forty Thousand and No/100 (\$240,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated December 2, 1983, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on December 2, 1985, subject to future advances or renewals.

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 lying and being in the County of Greenville, State of South Carolina, and being shown on a plat entitled "Property of Dee A. Smith and William E. Smith" by Dalton & Neves Company, Engineers, dated November, 1983, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 10A at Page 52 and according to said plat having the following metes and bounds:

BEGINNING at a point on Smith-Riley Road, which point is 631 feet from the intersection of Smith-Riley Road and Pelham Road and running thence S. 5-39 E. 70.8 feet to a point; thence S. 8-29 E. 144.7 feet to a point; thence S. 12-51 E. 141.9 feet to a point; thence S. 23-52 E. 60 feet to a point; thence turning and running along the line of Woodfield Land Company S. 67-00 W. 100 feet to a point; thence S. 54-30 W. 100 feet to a point; thence S. 44-30 W. 100 feet to a point; thence S. 46-45 W. 250 feet to a point; thence S. 62-30 W. 54 feet to a point; thence turning and continuing along the line of Woodfield Land Company N. 30-15 W. 337 feet to a point; thence N. 8-10 W. 145 feet to a point; thence N. 63-26 E. 65.4 feet to a point; thence N. 23-0 W. 105 feet to a point; thence along the line of Fair Oaks Drive N. 11-00 W. 105 feet to a point; thence N. 00-5 E. 105 feet to a point; thence turning and running along the line of Woodfield Land Company and Eastlan Capital, Inc. S. 66-04 E. 155 feet to a point; thence N. 78-55 E. 125 feet to a point; thence S. 11-05 E. 20 feet to a point; thence N. 78-55 E. 320 feet to the point of beginning.

(See attached Schedule A)  
which has the address of Smith-Riley Road Greenville,  
(Street) (City)  
South Carolina (herein "Property Address").  
(State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by \_\_\_\_\_ to \_\_\_\_\_ of record in ~~Plat~~ <sup>Mortgage</sup> Book \_\_\_\_\_ Page \_\_\_\_\_, in the Register's Office for \_\_\_\_\_ County, South Carolina.

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, including furniture, furnishings and equipment 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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