

FILED
GREENVILLE, S.C.

VOL 1547 PAGE 85

FEB 13 1984 MORTGAGE

JUNIOR W. WALKLEY
R.H.C.

THIS MORTGAGE is made this 6th day of February, 1984, 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 Three Hundred Fifteen Thousand and No/100 (\$315,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 6, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1987.....;

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.

This being the same property conveyed to the Mortgagor herein by deed of Woodfield Land Co., a South Carolina General Partnership, dated December 2, 1983 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1201 at Page 780.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
TAX
126.00

which has the address of Smith-Riley Road and Pelham Road Greenville,
(Street) (City)

South Carolina 29607 (herein "Property Address");
(State and Zip Code)

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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