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FILED
GREENVILLE CO. S.C.
Nov 23

MORTGAGE

THIS MORTGAGE is made this 23rd day of November, 1984, between the Mortgagor, SMITH & STEELE 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 \$100,030.03 (ONE HUNDRED THOUSAND THIRTY AND 03/100----- Dollars, which indebtedness is evidenced by Borrower's note dated November 23, 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 May 22, 1985

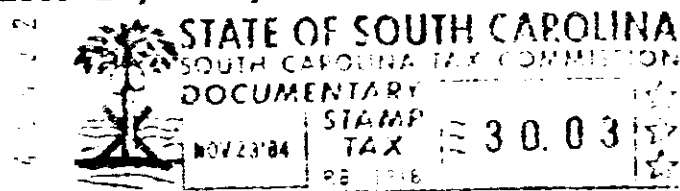
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 tract of land, containing 16.33 acres, more or less, situate, lying and being in Greenville County, South Carolina, being shown and designated as Survey for Smith & Steele Builders, Inc. on a Plat dated November 22, 1983, prepared by C. O. Riddle Surveying Co., recorded in the RMC office for Greenville County in Plat Book 10-F, at Page 24, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin at the southwestern corner of subject property and property of Woodharbor Subdivision, and running thence with the line of Woodharbor Subdivision, N 81-57 E, 148.61 feet to an iron pin; thence with the line of Brushy Creek Ridge Subdivision, N 72-15 E, 218.12 feet to an iron pin; thence N 1-08-30 W, 499.39 feet to an iron pin; thence N 9-43 W, 790.91 feet to an iron pin; thence N 88-21-30 W, 792.18 feet to an iron pin; thence S 12-57 E, 652.82 feet to an iron pin; thence N 61-43 E, 415.39 feet to an iron pin; thence S 4-07 E, 951.77 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Ralph L. Cunningham, Rosemary C. Sheel and Edward T. Cunningham, recorded December 15, 1983, in Deed Book 1202, at Page 572.

This mortgage is junior in lien and subordinate to that certain mortgage in the original amount of \$61,237.50, given by Smith & Steele Builders, Inc. to Ralph L. Cunningham, Rosemary C. Sheel and Edward T. Cunningham, dated and recorded December 15, 1983, in REM Book 1040, at Page 238.



which has the address of (Approx. 16.33 acres, Greenville County) (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 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.