

Mortgagee's Mailing Address: 301 College Street, Greenville, S.C.

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GREENVILLE S.C.

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# MORTGAGE

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DONNIE S. WORSLEY  
R.M.C.

THIS MORTGAGE is made this 1st day of August, 1983, between the Mortgagor, College Properties, 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 One Hundred Fifty Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 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 August 1, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a major portion of Lot 10 and the minimum portion of Lots Nos. 9 and 11 of a subdivision known as "Schwiers at Cleveland" prepared by Dalton & Neves Engineers dated April, 1980 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 20 and also being referred to as Lot No. 10 containing 0.24 acres as shown on property survey for College Properties, Inc. prepared by Arbor Engineering dated July 8, 1983 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 7 and having according to the latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Harvest Court at the new joint corner of Lots No. 10 and 11 and running thence with the northeastern side of Harvest Court N. 41-57 W. 9.99 feet to an iron pin; thence continuing with Harvest Court N. 44-04 W. 69.35 feet to an iron pin; thence continuing with Harvest Court N. 47-22 W. 9.99 feet to an iron pin at the new joint line of Lots 9 and 10; thence with said new property line N. 44-23 E. 107.99 feet to an iron pin; thence S. 46-36 E. 55.01 feet to an iron pin; thence S. 42-11 E. 35.07 feet to an iron pin; thence S. 42-25 E. 9.99 feet to an iron pin; thence S. 42-25 E. 0.27 feet to an iron pin at the new joint line of Lots 10 and 11; thence with said new joint line S. 50-09 W. 109.02 feet to an iron pin on the northeastern side of Harvest Court, the point of beginning.

This being a portion of the same property conveyed to the Mortgagor herein by deed of Schwiers at Cleveland Development, Inc. dated May 7, 1982 and recorded in the RMC Office for Greenville County on May 21, 1983 in Deed Book 1167 at Page 267.

which has the address of Lot 10, Harvest Court, Greenville

S. C. 29601 (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.

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