

GREENVILLE FILED

MORTGAGE

THIS MORTGAGE is made this 22 day of August 19 83, between the Mortgagor, Town House Properties, 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 and Seventy-five Thousand & no/100 (\$275,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 22, 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, 2003

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 on the southern side of East North Street in the City of Greenville, County of Greenville, State of South Carolina, and shown on a plat entitled "Property Survey for Townhouse Galleries" prepared by Arbor Engineering dated August 22, 1983 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an "X" mark in concrete on the southeastern side of the intersection of North Spring Street and North Street and running thence N. 79-49 E. 14.05 feet to "X" in concrete along the southern side of North Street; thence with the southern side of North Street S. 68-55 E. 56.48 feet in an old nail and cap along the southern side of North Street; thence turning and running along a ten foot alley S. 20-17 W. 142.33 feet to an old nail and cap; thence turning and running along property now or formerly of Allen W. Askins N. 69-52 W. 24.02 feet to an old nail and cap; thence along property of now or formerly of Coffee Street Realty Company N. 69-52 W. 45.77 feet to an old nail and cap; thence N. 20-47 E. 46.63 feet to an old fence post; thence along property now or formerly of Coffee Street Realty Company N. 20-47 E. 82.41 feet to an iron pin old; thence N. 20-47 E. 7.14 feet to an "X" mark in concrete on the southeastern side of the intersection of North Spring Street and North Street, the point of beginning.

Together with all the right, title and interest of the Mortgagor herein in and to the ten foot adjoining the eastern boundary of the property herein.

This being the same property conveyed to the Mortgagor herein by deed of KITKOE, A South Carolina General Partnership, et al. dated July 21, 1982 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1170 at Page 725 on July 27, 1982.

which has the address of 206 East North Street Greenville

South Carolina (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 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.

1622 920

1622 920