

GREENVILLE FILED

SEP 3 3 25 1983

MORTGAGE

BOOK 1624 PAGE 120

THIS MORTGAGE is made this 2nd day of September 1983, between the Mortgagor, The Noah Robinson Company, Inc., and Noah R. Robinson, (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Twenty-Five Thousand and NO/100 (\$225,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 2, 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 October 1, 1998

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 in the state and county aforesaid, on the north side of East Broad Street, in the City of Greenville, and having, according to a survey made by R. E. Dalton, Engineer, on February 4, 1943, the following metes and bounds, to-wit:

BEGINNING at the corner of a wall on the north side of East Broad Street, said corner being 182 feet east of the intersection of the north side of East Broad Street, with the east side of Falls Street; and running thence with the north side of East Broad Street S. 66-48 E. 205.3 feet to the intersection of the north side of East Broad Street with the west side of Boyce Street; thence with the west side of Boyce Street N. 6-49 E. 136.7 feet to a point in the line of property now belonging to the C. & W. C. Railway Company; thence with said property line N. 67-05 W. 166.8 feet to a point on a wall; thence S. 23-12 W. 130.2 feet to the point of beginning.

Being the same property conveyed to Noah Robinson Company, Inc., by the Phillis Wheatley Association (formerly Phillis Wheatley Home Association) by deed dated August 20, 1982, and recorded in the RMC Office for Greenville County on September 1, 1982, in Deed Book 1173, at Page 187.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, at the southwestern corner of the intersection of East Broad Street and Calvin Street (formerly Boyce Street) and having, according to a plat prepared by Robert Jordan, R.L.S., dated May 30, 1969, entitled "Property of Belve, Inc." the following metes and bounds:

BEGINNING at an iron pin at the southwestern corner of the intersection of East Broad Street and Calvin Street (formerly Boyce Street) and running thence with the western side of Calvin Street, S. 18-36 W. 80.5 feet to an iron pin; thence N. 71-30 W. 104.5 feet to an iron pin; thence N. 18-36 E. 80.5 feet to an iron pin on the southern side of East Broad Street; thence with the southern side of East Broad Street S. 71-30 E. 104.5 feet to the point of beginning.

CONTINUED ON ATTACHED SHEET

which has the address of East Broad Street, Calvin Street & Webster Street, Greenville, South Carolina, 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 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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