

SEP 27 1983

1027 789

# MORTGAGE

THIS MORTGAGE is made this 27th day of September, 1983, between the Mortgagor, The Beattie Company, Inc., of Greenville, (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 Thirty Thousand and No/100 (\$130,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 27, 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 September 27, 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 certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina being located near the intersection of Crescent Avenue and Jones Avenue being shown and designated as Lot 5 on a plat entitled "Crescent Place" prepared by Arbor Engineering dated April 8, 1982 and filed for record in the R. M. C. Office for Greenville County, South Carolina in Plat Book 8-P at Page 78 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point along the eastern edge of the right-of-way of Jones Avenue 142 feet more or less south of the intersection of Jones Avenue and Crescent Avenue and running thence S. 89-38 E. 25.0 feet to a point; thence S. 76-44 E. 57.16 feet to a point; thence N. 88-15 E. 31.0 feet to a point; thence N. 1-45 W. 5.0 feet to a point; thence N. 88-15 E. 99.0 feet to a point; thence S. 1-45 E. 20.0 feet to a point; thence turning and running along the joint line of Lot 4 S. 88-15 W. 110.0 feet to a point; thence S. 25-15 E. 50.0 feet to a point; thence N. 76-44 W. 53.0 feet to a point; thence N. 53-54 W. 35.17 feet to a point along the eastern edge of the right-of-way of Jones Avenue; thence running along the eastern edge of the right-of-way of Jones Avenue N. 0-22 E. 40.0 feet to a point along the eastern edge of the right-of-way of Jones Avenue, the point of beginning.

This being a portion of the property conveyed to First Carolina Development Corporation by deed of Jean Haley Jameson dated May 7, 1982 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1166 at Page 595 on May 7, 1982. The name of First Carolina Development Corporation has been changed to the Beattie Company, Inc. of Greenville as shown by Articles of Amendment filed in the Office of the Secretary of State for the State of South Carolina on October 19, 1982, which has the address of Lot 5, Crescent Place, Greenville, South Carolina (herein "Property Address");

South Carolina (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 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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GREENVILLE COUNTY  
SOUTH CAROLINA

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