

MORTGAGE

FILED GREENVILLE S.C.

DEC 23 2 38 PM '83

THIS MORTGAGE is made this 9th day of December 1983 between the Mortgagor, Gilbert Court Properties, A General Partnership (herein "Borrower"), and the Mortgagee, FIRST PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 210 South Limestone Street - Gaffney, South Carolina 29340. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen thousand twenty ONE and 24/100's (\$13,021.24) Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 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 January 1, 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 piece, parcel or lot of land with all improvements thereon situate, lying and being in Gantt Township, Greenville County, State of South Carolina and being known and designated as Lot No. 14 of a Subdivision known as Gilbert Court as shown on plat thereof prepared by C. C. Jones and Associates, August, 1955 and recorded in the RMC Office for Greenville County, in Plat Book GG, page 137 and having the following metes and bounds according to said plat.

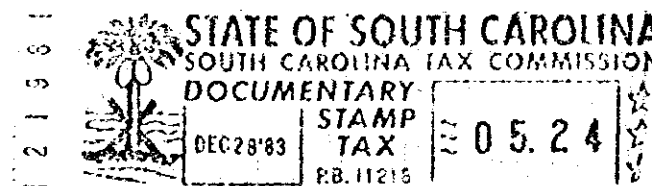
BEGINNING at an iron pin on the western side of Gilbert Court, joint front corner of Lots Nos. 13 and 14, and running thence along and with the joint line of said lots, South 68-24 West 212 feet to an iron pin on the subdivision boundary line; thence along the subdivision boundary line; South 3-00 East 120 feet to an iron pin; thence North 60-51 East 260 feet to an iron pin on the western side of Gilbert Court; thence along the western side of Gilbert Court following the curvature thereof, the chord being North 29-55 West forty (40) feet and North 21-21 West forty (40) feet to the beginning corner.

This being the same property conveyed to the Mortgagors by deed of Robert J. and Edith L. Bailey dated July 16, 1979 and recorded in the RMC Office of Greenville County in Deed Book 3840, Page 373.

This property is conveyed subject to all restrictions, setback lines, roadways, zoning ordinances, easements, rights of ways and restrictions, if any, affecting the above described property and as shown on the plats.

The aforesaid property is encumbered by a mortgage given to First Federal Savings and Loan Association by Gilbert Court Properties dated July 16, 1979, and recorded in the RMC Office for Greenville County in Mortgage Book 1469, page 367.

TAX MAP REF: (14) 373-5-24.



which has the address of Gilbert Court, Greenville, S. C. (Street) (City) (herein "Property Address"); (State and Zip Code)

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.

0.80

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