

RECORDED
 FEB 24 1984
 DONNIE C. WILKINSLEY
 R.M.C.

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 24th day of February, 19 84, between the Mortgagor, Arthur H. Harbin, Jr.

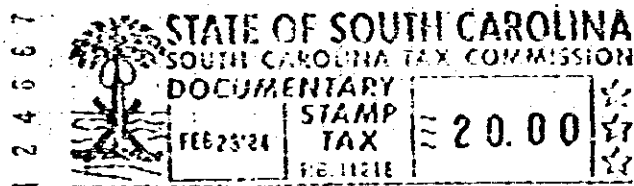
(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated 24 Feb., 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on 24 February, 1991, subject to future advances or renewals.

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 buildings and improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, located on the New Buncombe Road, (Poinsett Highway) U. S. Highway No. 25, as shown on plat of Estate of R. N. Gallemore, made by Dalton & Neeves, January, 1947, and recorded in Plat Book "T", at Page 164, in the R.M.C. Office for Greenville County.:

BEGINNING at an iron pin on the Eastern side of New Buncombe Road (Poinsett Highway) at the joint corner of the property of J. A. Boling and running thence South 0-49 East, 220 feet to an iron pin at corner of Henry Willimon property; thence with Willimon line, North 83-34 East, 140 feet to an iron pin on an alley; thence with said alley, North 5-25 West, 210 feet to an iron pin on an Boling's line; thence South 87-45 West, 122.3 feet to the point of beginning, and being the same property conveyed to Arthur H. Harbin, Jr. by deed of D. H. Sher and Celia R. Sher, recorded February 5, 1959 in the R.M.C. Office for Greenville County in Deed Book 617, at Page 129.



which has the address of 706 Poinsett Highway, Greenville (City)

S. C. 29609 (State and Zip Code) (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by Arthur H. Harbin, Jr to C & S National Bank of record in Mortgage Book 1422 Page 802, in the Register's Office for Greenville County, South Carolina.

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, including furniture, furnishings and equipment 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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