

GR...
JUL 11 4 03 PM '84
DORR...
SHELLEY

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 11th day of July, 1984, between the Mortgagor, Edgar P. York, (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 Sixty Thousand and no/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated July 11, 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 July 11, 1987, 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 in Greenville Township, Greenville County, State of South Carolina, being in the second ward of the City of Greenville, on the East side of North Main Street, in the block between Stone Avenue and Earle Street, and having the following metes and bounds, according to a plat by R.E. Dalton, to-wit:

BEGINNING at a point on the East side of North Main Street, which point is 212 feet 8 inches from the southeast corner of Earle and North Main Streets, and running thence S.73-12 E. 211.2 feet to a fence post; thence S. 18-07 W. 51 feet to a stake; thence N. 73-12 W. 212.7 feet to a point on North Main Street, which point is 168 feet 1 inch from the Northern curb of Stone Avenue; thence with the Eastern side of North Main Street, N. 19-48 E. 51 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Nina Rigas Executrix of the Estate of Konstantino N. Cupudakis as recorded in Deed Book 1200 at Page 747, in the RMC Office for Greenville County, S.C., on November 17, 1983.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
JUL 11 84
STAMP TAX \$ 18.00

which has the address of 706 N. Main Street Greenville, S.C. (herein "Property Address");
(Street) (City) (State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by _____ to _____ of record in Mortgage Book _____ Page _____, in the Register's Office for _____ 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.

400 8 21801

RES 15

4328-22