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FILED  
GREENVILLE CO. S. C.

# MORTGAGE

APR 17 4 29 PM '84  
THIS MORTGAGE is made this 13th day of April 1984, between the Mortgagor, Thomas E. DuPree, Jr., DBA The MRC Company (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 One Hundred Sixty Eight Thousand & no/100's (168,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 13, 1984 (herein "Note") with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1984.

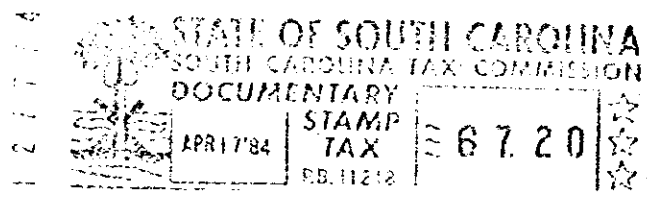
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land lying and being in the City of Greenville, County and State aforesaid and being shown as Lot 21 of Brookside Forest on a survey prepared by Freeland & Associates dated 9/12/83 and being recorded in the RMC Office for Greenville County in Plat Book 9W Page 95, and having according to said survey, the following metes and bounds to wit:

Beginning at an iron pin on the south side of Marshall Bridge Drive at the joint front corner of Lots 21 and 22 and running thence along the common line of said lots, S. 21-17 E. 109.71 feet to an iron pin; thence S. 13-00 W. 24.92 feet to an iron pin at the joint rear corner of lots 20 and 21; thence along the common line of said lots N. 79-26 W. 186.95 feet to an iron pin on the eastern side of Ridge Pine Place; thence along Ridge Pine Place N. 3-19 W. 41.87 feet to an iron pin; thence along the curve N. 40-39 E. 33.96 feet to an iron pin on the south side of Marshall Bridge Drive; thence along the southern side of Marshall Bridge Drive; N. 83-26 E. 61.01 feet to an iron pin; thence N. 75-41 E. 71.48 feet to the point of beginning.

This property is also encumbered by a mortgage from the above named mortgagor to American Federal Bank, FSB dated and recorded 4-2-84 in Mortgage Book 1655 page 96. By agreement of American Federal Bank, FSB, said mortgage shall be subordinate to this mortgage.

This is the same property conveyed to the mortgagor by deed from Brookside Way Associates Limited Partnership, a South Carolina Limited Partnership by deed dated 4/2/84 and recorded 4/2/84 in the RMC Office for Greenville County in Deed Book 1209 Page 577,



which has the address of Marshall Bridge Drive, Greenville, South Carolina (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 seized 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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