

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

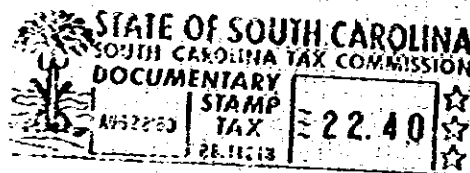
THIS MORTGAGE is made this 27th day of August 19 80, between the Mortgagor, Ballenger-Cutchin, a South Carolina General Partnership, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Fifty-six thousand and No/100ths (\$56,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 1980, (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 1st, 2010.....;

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:

UNIT NO. 10-A in Briarcreek Condominiums Horizontal Property Regime, situate on or near the southern side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956, at Page 99 and Certificate of Amendment dated November 29, 1973, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 989 at Page 205.

DERIVATION: This being the same property conveyed to the Mortgagor herein by deed of William S. Toussaint, dated August 27, 1980 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1132 at Page 159, on August 27, 1980.



which has the address of #44 Briarglen Place, Briarcreek Condominiums, (Street) (City)
Greenville, SC 29615 (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 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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