

GR: FILED  
S.C.  
3 31 PM '81  
R.M.C.  
HARRISLEY

1543 378  
LONG, BLACK & GASTON

### MORTGAGE

THIS MORTGAGE is made this 3rd day of June, 1981, between the Mortgagor, CREATIVE INVESTORS, A PARTNERSHIP, AND FULLER-BROWNELL INVESTMENT COMPANY, A PARTNERSHIP, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND SIX HUNDRED FORTY EIGHT DOLLARS AND 28/100 dollars, which indebtedness is evidenced by Borrower's note dated June 3rd, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on June 30, 1991

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 lot of land with the buildings and improvements thereon situate at the southeast corner of the intersection of Skyview Drive and Montrose Drive (formerly Babb Avenue), in the City of Greenville in Greenville County, South Carolina, being shown as a portion of Lot 39-A on Plat of Estate of Tully O. Babb, made by Dalton and Neves Engineers, August, 1954, recorded in the RMC Office for Greenville County, South Carolina in Plat Book GG, at Pages 158 and 159 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Montrose Drive at joint corner of Lots 38-A and 39-A and runs thence along the east side of Montrose Drive N. 6-50 W. 221.3 feet to an iron pin; thence with the curve of Montrose Drive and Skyview Drive (the chord being N. 7-16 E. 62.3 feet) to an iron pin on the southside of Skyview Drive; thence along Skyview Drive S. 82-18 E. 175 feet to an iron pin; thence through Lot 39-A S. 14-08 E. 250 feet to an iron pin; thence along the line of Lot 38-A S. 85-38 W. 217.5 feet to an iron pin on the east side of Montrose Drive, the beginning corner.

THIS is the same property conveyed to the Mortgagor's herein by deed of Laura Jean Capps Jordan, now by marriage Laura Jean Capps Richardson, dated March 14, 1978, and recorded March 16, 1978, in the R.M.C. Office for Greenville County in Deed Book 1075 at Page 391.

RECORDED  
DECEMBER 1981  
STAMP 0420

which has the address of 3 Montrose Drive Greenville  
(Street) (City)  
South Carolina 29607 (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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