

MORTGAGE

THIS MORTGAGE is made this 8th day of January, 1982, between the Mortgagor, Pine Valley Properties, a South Carolina General Partnership, (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Four Hundred Thirty-Eight Thousand Seven Hundred Fifty (\$438,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 8, 1982 (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 1, 2008

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 certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, containing 1.49 acres, more or less, as shown on a plat entitled "Enwright Holding Company", dated March 7, 1980, prepared by Enwright Associates, Inc., recorded in the Greenville County R.M.C. Office in Plat Book 8-V, at Page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the southeastern side of the right-of-way of Haywood Road, at the joint front corner of the within tract and property now or formerly of Williams Street Development Corp., and running thence along said right-of-way, N. 34-19 E., 194.5 feet to an iron pin; thence running along the joint line of the within tract and property now or formerly of Allie Mack Pazdan, S. 55-38 E., 196.9 feet to an old concrete monument; thence running along the joint property line of the within tract and property now or formerly of Wayman A. Smith, S. 26-45 E., 231.9 feet to a point on the northern side of the right-of-way of Woods Crossing Road; and running thence along the northern side of the right-of-way of Woods Crossing Road, S. 55-55 W., 32.2 feet; thence S. 55-52 W., 46.3 feet; thence S. 52-24 W., 9.7 feet to a point at the joint corners of the within property and the right-of-way of Woods Crossing Road and property now or formerly of Williams Street Development Corp., and running thence along the joint property line of the within tract and property now or formerly of Williams Street Development Corp., N. 55-41 W., 368.0 feet to the point and place of beginning.

This is the same property conveyed by Enwright Holding Company, a South Carolina General Partnership to Mortgagor herein by deed dated January 8, 1982, and recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Deed Book 116.0, at Page 823.

which has the address of Haywood Road, Greenville,
[Street] [City]
S. C., 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 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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