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GREENVILLE S.C.

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DONNIE S. JAMESLEY
R.M.C.

MORTGAGE

BOOK 1604 PAGE 372

THIS MORTGAGE is made this 28th day of April 1983, between the Mortgagor, Duo-Enterprises, a General Partnership (herein "Borrower"), and the Mortgagee, First-Citizens Bank and Trust Company (herein "Lender"), a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 3028, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1988

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 lot of land situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, in or near the City of Greer and having the following courses and distances:
BEGINNING on corner of property now or formerly owned by James Cannon, on an unnamed street, and runs thence with this street 100 feet to an iron pin; thence S 58 1/2 E 100 feet to an iron pin; thence N 32 1/4 E 218 feet to an iron pin; thence N 58 1/4 W 100 feet to an iron pin; thence S 32 1/4 E 218 feet to the beginning corner.

ALSO: All that piece, parcel or tract of land in Chick Springs Township, Greenville County, State of S. C., containing 5.72 acres and being known as the property of Mrs. E. D. Cannon as shown on plat of H. S. Brockman, RLS, dated November 26, 1958, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the northern side of the right of way line of the P & N Railroad and running thence with property line of Victor Monaghan Co. Development #2, N 33-22 E 484 feet to an iron pin; thence with line of property of Whitmire, N 57-43 W 521.7 feet to an iron pin; thence continuing with said Whitmire line, S 33-17 W 437.8 feet to an iron pin; S 57-32 E 300 feet to an iron pin; thence along other property owned now or formerly by the grantee, S 33-28 W 134.1 feet to an iron pin on the right of way of the P & N Railroad; thence with line of said right of way, S 81-43 E 6.8 feet to an iron pin; thence continuing with the right of way of P & N Railroad S 80-06 E 200 feet to an iron pin; thence S 76-52 E 32.8 feet to the point of beginning.

ALSO, all that certain piece, parcel or lot of land, situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, being shown on a plat prepared by H. S. Brockman, RLS, dated November 26, 1958, as the property of Eugene F. Cannon, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the northern side of the right of way line of the P & N Railroad, which iron pin is the joint corner of other property owned by Eugene F. Cannon, and running thence along the right of way line of the P&N Railroad, N 81-43 W 69.3 feet to an iron pin; thence continuing along right of way line of the P & N Railroad, N 81-33 W 41.2 feet to an iron pin; thence N 33-28 E 179.3 feet to an iron pin; thence S 57-32 E. 100 feet to an iron pin; thence S 33-28 W 134.1 feet to an iron pin, the point of beginning.

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which has the address of _____, Greer _____, (City)
(Street)

South Carolina _____ (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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