

FILED
GREENVILLE CO S.C.

OCT 24 2 06 PM '83

DONNIE S. WARRERSLEY
R.M.C.

BOOK 1532 PAGE 86

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 24th day of October,
1983, between the Mortgagor, HERMAN F. DILL, JR.

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Seventeen Thousand, Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note/agreement dated October 24, 1983, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on _____, subject to future advances or renewals.

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.

PARCEL NO. 1:

All that piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being within the corporate limits of the City of Greenville, on the northeast corner of O'Neal Street and Pendleton Street and running thence with Pendleton Street, North 71-25 East 20 feet, 6-1/2 inches to corner of lot of James Hopkins; thence with Hopkins line, North 18-55 West 100 feet to an iron pin; thence South 71-25 West 20 feet, 6-1/2 inches to an iron pin on O'Neal Street; thence with O'Neal Street, South 18-55 East 100 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of James T. Shaleuly to be recorded herewith.

PARCEL NO. 2:

All that certain piece, parcel or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown on plat of property of Herman Dill prepared by Carl F. Duncan and surveyed by Terry T. Dill, R.L.S. No. 104 dated June 21, 1976, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the easterly edge of the Old White Horse Road and running thence N. 03-34 W. 55 feet to a point in center of Oil Mill Road; thence with the center line of said Oil Mill Road N. 76-15 E. 725.3 feet to a point; thence with line of other property of mortgagor herein S. 02-26 E. 213.6 feet to a point; thence S. 88-55 W. 710 feet to the beginning corner, containing according to said plat 1.5 acres, more or less.

This is portion of the same property conveyed to the mortgagor herein by deed of Meta S. Dill dated April 30, 1974, recorded July 14, 1977, in Deed Volume 1060 at page 539.

This mortgage is a first lien on Parcel No. 1. As to Parcel No. 2 it is third and junior in lien to the following: First mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$217,000 recorded in Mortgage Book 1370 at page 797; and second mortgage given in favor of American Federal Savings and Loan Association in the original amount of \$55,000 recorded in Mortgage Book 1618 at page 124.

which has the address of 44 Pendleton Street Greenville,
(Street) (City)

South Carolina 29601 (herein "Property Address");
(State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by See above explanation of record in Deed Book _____ Page _____, in the Register's Office for _____ County, South Carolina.

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, including furniture, furnishings and equipment 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.

