

Mortgagee's Address: 301 College Street, Greenville, S. C. 29601

GREENVILLE
NOV 11 3 27 PM '83
R.M.C. HENSLEY

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COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 9th day of November, 1983, between the Mortgagor, Guy S. Hutchins, 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 One Hundred Fifty Six Thousand and no/100 (\$156,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated November 9, 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 November 9, 1984, 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.

ALL that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, lying and being on Spartanburg Street (Old Spartanburg Road) and having, according to a plat entitled "Property of Grady L. Stratton" prepared by J. C. Hill, dated November 27, 1964, the following metes and bounds to wit:

BEGINNING at an iron pin on the South side of Spartanburg Street (Old Spartanburg Road), which iron pin is 642.8 feet, more or less, from the intersection of East North Street and Spartanburg Street, and then running with the South side of said Spartanburg Street N66-41W 166 feet, more or less, to an iron pin; thence S69-42W 322 feet, more or less, to an iron pin; thence S28-50E 133 feet to an iron pin; thence S40-27E 78 feet to an iron pin; thence N70-08E 152.9 feet to an iron pin; thence S24-51E 50 feet to an iron pin; thence N71-40E 231.3 feet to an iron pin; thence S 18-14E 163 feet, more or less, to an iron pin on the South side of Spartanburg Street, the point of the beginning.

This is the same property conveyed to the Mortgagor herein by deed of Kooten Corporation of Wilmington of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX
\$ 62.40

which has the address of Spartanburg Street Greenville
SC 29615 (herein "Property Address");

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

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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 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.