

MORTGAGE

vol 1335 pg 772

APR 5 10 25 AM '84

THIS MORTGAGE is made this FOURTH day of APRIL 19. 84, between the Mortgagor, RICE-CLEVELAND COMPANY, INC. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

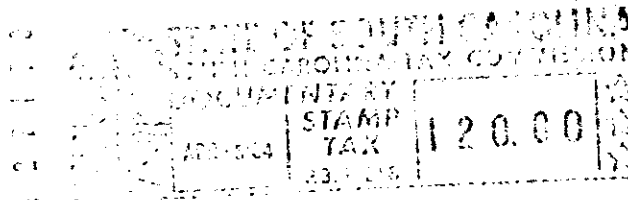
WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Thousand and No/100. (\$300,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 4, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1989;

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 situate, lying and being on the southern side of P & N Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and shown and designated as a 5.67 acre tract on a plat prepared by Alex Moss January 17, 1969, and re-surveyed and updated August 12, 1980, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of the right-of-way of P & N Drive at the joint corner of this tract and property now or formerly of F. T. Rice, and running thence with the joint line of said tracts crossing P & N Drive S. 7-15 W. 370.3 feet to a new iron pin; running thence S. 65-19 E. 94.3 feet to an old iron pin; thence continuing along the same course 179 feet to an old iron pin; running thence S. 88-36 E. 240 feet to a new iron pin in line of other property of F. T. Rice; running thence with said property N. 14-34 E. 335.0 feet to an iron pin; running thence N. 15-06 W. 214.6 feet to an iron pin in the center line of the P & N Drive right-of-way; running thence with said center line of said right-of-way S. 80-15 W. 175.6 feet to an iron pin; thence continuing with the center line of said Drive same course 46.1 feet to an iron pin; running thence N. 86-05 W. 153.2 feet to an iron pin on the northern side of P & N Drive; running thence with the northern side of said Drive S. 80-13 W. 145.9 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to Rice-Cleveland Company by Frank Towers Rice by deed dated April 17, 1969, recorded April 29, 1969, in Deed Book 867 at Page 48, and shown on the Greenville County Block Book as School District 156, Page WG10.1-2-1.5.



which has the address of P & N Drive Greenville (Street) (City) S. C. 29611 (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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