VOL 1662 PASE 228

ALC: CALL

GREENVILLE OG. S.C. COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 1984, between the Mortgagor, T. GOUDY MILLER and FREDNA T. MILLER

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 <u>Two Hundred Fifty Thousand and No/100 (\$250,000.00)------</u> Dollars, which indebtedness is evidenced by Borrower's note/agreement dated <u>May 11, 1984</u>, (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 <u>Nay 1, 1987</u>, 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 _________, State of South Carolina.

ALL that certain piece, parcel or unit, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Building "B", containing 1,760 square feet on an "As Built Survey for James D. Miller", prepared by W. R. Williams, Jr., Engineer/Surveyor, dated July, 1983, revised March 22, 1984, said revised plat being recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-K, at Page 16, reference to said plat being hereby craved for a metes and bounds description thereof.

TOGETHER WITH an undivided interest in the common elements to be declared by a Master Deed to be established by James D. Miller, pursuant to the South Carolina Horizontal Property Act and to be declared by said Master Deed to be an appurtenance to the property described hereinabove.

TOGETHER WITH a perpetual right-of-way and/or non-exclusive easement for ingress, egress and parking over, across and through the following described property: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated on plat of "As Built Survey for James D. Miller", dated July, 1983, revised March 22, 1984, prepared by W. R. Williams, Jr., Engineer/Surveyor, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-K, at Page 16, and having, according to said plat, the following metes and bounds: BEGINNING at a nail and cap on the Southern side of the Right-of-Way for East North Street Ramp, and running thence, S. 15-10 E. 163.9 feet to an iron pin (See Addendum attached hereto)
which has the address of Building B, E. North Street Greenville

S. C. 29601 (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by N/A to _______ of record in Mortgage 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 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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