

ATTN: COMMERCIAL
LENDING DIVISION

MORTGAGE

MORTGAGEE'S ADDRESS:
101 East Washington Street
P.O. Box 1268
Greenville, S. C. 29602

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THIS MORTGAGE is made this 12th day of September 19. 84. between the Mortgagor, Donald E. Graham (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 ONE-HUNDRED THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 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 180 DAYS FROM THE DATE hereof (MARCH 11, 1985)

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 the County of Greenville, State of South Carolina, and being shown and designated as Tract 8 on Pelham Road on a plat of property of Lizzie Griffith recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "W" at Page 149, reference being made to said plat for a more particular description thereof.

Derivation: Deed Book 1139, Page 125 - Grady Williams, et. al 12/17/80

ALSO:

ALL that certain piece, parcel or lot of land, with any and all improvements thereon, lying being and situate on the northeast corner of the intersection of West Washington Street and Laurens Street, in the City of Greenville, Greenville County, South Carolina, having a frontage of forty-four (44) feet along West Washington Street, a depth of eighty-six (86) feet, more or less, along Laurens Street, a width of forty-four (44) feet along property now or formerly of Green, and a depth of eighty-six (86) feet, more or less, along property once known as the Wallace Building Lot.

SUBJECT, HOWEVER, to that certain right of way and easement for the purpose of ingress and egress from Laurens Street to the Wallace Building Lot, which right of way and easement runs along an alley nine (9) feet in width, and is shown on a plat by Piedmont Engineering Service dated March 23, 1953, and recorded in Plat Book "GG" at Page 13 in the R.M.C. Office for Greenville County, reference being made to said plat for more particular description thereof.

SUBJECT FURTHER, HOWEVER, to that certain right of way and easement for the purpose of ingress and egress over a portion of a stairway now or formerly situate on the above-described property, and for the purpose of maintaining and repairing said stairway, as set forth in that certain deed from A.D.L. Barksdale to V.M. Manning dated August 14, 1919, recorded August 22, 1919 in Deed Book 54 at Page 121 in the R.M.C. Office of Greenville County.

ALSO: All right, title and interest, if any, of the Grantors in and to the use and ownership of the eastern one-half of Laurens Street, bordering on the west side of the above described property.

Derivation: Deed Book 1187, Page 846 - Henry T. Mills, et. al 5/6/83 which has the address of 22-24 West Washington Street and Pelham Road, Greenville (City)

S. C. 29601 & 29615 (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 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.

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