

FILED  
GREENVILLE, S.C.  
SEP 20 11 34 AM '84  
DONALD E. DANFORSLEY  
R.M.C.

# COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 20th day of September, 1984, between the Mortgagor, David R. Moyd and Elizabeth S. Moyd

, (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 Seventy Thousand and no/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated September 20, 1984, (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 September 20, 1987, 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Lowndes Hill Road and being partially described according to a plat entitled Property of James C. Bates by C. C. Jones dated May 7, 1955, recorded in the RMC Office for Greenville County in Plat Book GG at Page 30, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the northern side of Lowndes Hill Road and running thence along Lowndes Hill Road N 88-28 W 260 feet to a point on the new Highway I-385 right of way; thence running along said I-385 right of way 285 feet to a point; thence running S 17-29 E 230 feet to the point of beginning. Said tract of land being triangular in shape.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property.

A one-half (1/2) interest in this same property was conveyed to the Mortgagor Elizabeth S. Moyd by general warranty deed of Elizabeth S. Moyd, as Executrix of the Estate of Jackson T. Moyd, deceased, as is shown in the Probate Court for Greenville County in Apartment 1622, File 23. The remaining one-half (1/2) interest was conveyed to Elizabeth S. Moyd by general warranty deed of Dan L. Moyd and recorded in the RMC Office for Greenville County on February 1, 1982 in Deed Book 1161 at Page 690. Elizabeth S. Moyd conveyed one-half (1/2) interest to David R. Moyd by general warranty deed dated December 6, 1983 and recorded in the Greenville County RMC Office in Deed Book 1202 at Page 108.

which has the address of Lowndes Hill Road Greenville,  
(Street) (City)  
SC 29607 (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 \_\_\_\_\_ 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.

SC 29607  
1 SEP 20 84 754  
A. J. O. C. T.

