

COMMERCIAL  
MORTGAGE

THIS MORTGAGE is made this 22nd day of October,  
1984, between the Mortgagor, R. D. Garrett

, (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 Sixty Thousand and 00/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated of even date herewith (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 \_\_\_\_\_, 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 situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, on the south side of Highway No. 29, also known as Wade Hampton Boulevard, according to a plat of property for Robert D. Garrett, prepared by Freeland and Associates, dated July 27, 1978, and recorded in the RMC Office for Greenville County in Plat Book 65, Page 59, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wade Hampton Boulevard approximately 1,250 feet more or less from Edwards Road and running thence S. 38-41 E., 155.9 feet to an old iron pin at the rear of said property; thence running along the rear of said property and along the Piedmont and Northern Railroad right of way S. 56-26 W., 224.0 feet to an iron pin; thence continuing along the rear of said property and along the Piedmont and Northern Railroad right of way S. 59-36 W., 87.42 feet to an old iron pin; thence running along the western side of said property N. 4-25 E., 146.9 feet to an old iron pin; thence running N. 39-18 W., 7.9 feet to an old iron pin on the southern side of Wade Hampton Boulevard; thence along the southern side of Wade Hampton Boulevard N. 49-05 E., 209.5 feet to an old iron pin, being the point of beginning.

This conveyance is subject to all easements, restrictions, and rights of way, including road rights of way, if any appearing of record affecting this property.

This being the same property conveyed to the Mortgagor herein by deed of B. W. Bruce, dated August 16, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1085 at page 541.

which has the address of Wade Hampton Boulevard Taylors,  
(Street) (City)

South Carolina 29687 (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 R. D. Garrett to First Fed. Savings & Loan of record in Mortgage Book 1459 Page 988, in the Register's Office for Greenville 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.

0.336

14328 W.2