

FILED
GREENVILLE CO. S.C.
DEC 21 2 29 PM '84
DONNIE S. FAHKERSLEY
R.M.C.

COMMERCIAL MORTGAGE

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THIS MORTGAGE is made this 21st day of December,
19 84, between the Mortgagor, Herritt Properties, Inc.

, (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 Two Hundred Thousand, and no/100--- (\$200,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note/agreement dated December 21, 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 June 20, 1985, 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 piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina and being shown as a 2.513 acre tract and a 0.117 acre tract on a survey prepared by Enwright Associates, Inc., R.L.S., dated July 11, 1984 and having according to said survey, the following metes and bounds to wit:

BEGINNING at an iron pin on the northeasterly side of U.S. 276 (Laurens Road) at the corner of property of East-Lynne subdivision and running thence N. 34-49-43 E. 238.55 ft. to an iron pin; thence N. 35-09-03 E. 180.20 ft. to an iron pin at the corner of the 0.117 acre tract; thence continuing along the same course 25 feet to an iron pin; thence N. 34-38-28 E. 50.20 ft. to an iron pin; thence turning and running S. 81-21-47 E. 234.19 ft. to an iron pin; thence S. 35-08-34 W. 179.20 ft. to an iron pin; thence S. 35-08-00 W. a total distance of 407.33 feet to an iron pin on Laurens Road; thence along the northeasterly side of Laurens Road the following courses and distances: N. 50-12-57 W. 170.19 ft to an iron pin; thence N. 55-55-14 W. 38.30 ft. to the POINT OF BEGINNING.

ALSO, all that piece shown as an 0.117 acre tract and also known as Lot 80 of East Lynne subdivision on plat H-195. BEGINNING at an iron pin which is 418.75 ft. northeast of U.S. 276 (Laurens Road) and running thence N. 55-58-08 W. 205.16 ft. to an iron pin; thence N. 34-52-39 E. 25 ft. to a nail and cap; thence S. 55-58-06 E. 205.28 ft. to an iron pin; thence S. 35-09-03 E. 25 ft. to THE POINT OF BEGINNING.

This is the same property conveyed to the Mortgagor by deed from Louise J. Watkins dated and recorded Decembe 21, 1984 in the R.M.C. Office in Deed Book _____ Page _____.

which has the address of Laurens Road Greenville,
(Street) (City)
South Carolina (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.