

1030-1922

FILED
GREENVILLE

MORTGAGE

AUG 12 2 45 PM '83

THIS MORTGAGE is made this 12 day of August 1983 between the Mortgagor, AIMS General Partnership (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 Three Hundred Sixty Thousand and No/100 (\$360,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 15, 1990

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, containing 1.19 Acres, located at the corner of Augusta Street and Sevier Street, being shown in the Block Book Office in Greenville County on Sheet 216 Block 2 Lots 6 and 8 and according to plat of Property of AIMS General Partnership by James R. Freeland, R.L.S. dated 8-11-83 and recorded in the Greenville County RMC Office in Plat Book 9X at Page 28, having the following metes and bounds, to-wit:

BEGINNING at a new railroad spike at the intersection of Augusta Street and Sevier Street and running thence along Sevier Street S 32-48 W 216.52 feet to a point; thence running N 52-20 W 71.85 feet to an old iron pin; thence running N 54-59 W 68.98 feet to an old iron pin; thence running S 33-16 W 101.97 feet to a new iron pin; thence running S 33-35 W 59.79 feet to an old iron pin; thence running N 56-24 W 70.82 feet to an old iron pin; thence running N 34-47 E 32.97 feet to an old iron pin; thence running N 34-15 E 71.07 feet to an old iron pin; thence running N 33-21 E 172.83 feet to a new iron pin; thence running S 46-23 E 69.92 feet to a new iron pin; thence running N 33-34 E 142.88 feet to a new railroad spike on Augusta Street; thence running along Augusta Street S 46-40 E 122.50 feet to a new railroad spike; thence running S 14-59 E 23.43 feet to a new railroad spike at the intersection of Sevier Street and Augusta Street, the point of beginning.

This conveyance is made subject to all restrictions, rights-of-way, zoning ordinances, easements, passageways, or rules or regulations that might affect the within described property.

This is the same property conveyed to the Mortgagor herein by general warranty deed of Sylvia P. Cheros and Nora P. Stathos and recorded August 12, 1983 in the RMC Office for Greenville County in Deed Book 1194 at Page 342.

which has the address of 1946 Augusta Street Greenville

SC 29605 (herein "Property Address");

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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