

1975
SEP 10 12 07 PM '75
COUNTY CLERK

MORTGAGE

THIS MORTGAGE is made this 10th day of September, 1975, between the Mortgagor, The Middleton Group

(herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, S.C. 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-five thousand & no/100-----Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1995 ;

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: on the Southern side of U. S. Highway 29 and being shown as Tract B on a plat of property of The Middleton Group, as prepared by Piedmont Engineers & Architects, Planners, dated April 17, 1975, and recorded in the R. M. C. Office for Greenville County in Plat Book 5-J at page 37, and according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron pin on the Southern side of U. S. Highway 29, said pin being 289.6 feet west of the intersection of U. S. Highway 29 and East Lee Road; thence S. 47-00 E., 131 feet to an iron pin; thence S. 43-00 W., 80 feet to an iron pin; thence N. 47-00 W., 131 feet to an iron pin on the southern side of U. S. Highway 29; thence with U. S. Highway 29, N. 43-00 E., 80 feet to an iron pin, the point of beginning.

ALSO:

An easement of ingress, egress and regress from time to time by foot or vehicular traffic over a 24 foot, a 20 foot and a 12.5 foot strip of property; said strip of land being more particularly described below. Said easement is for the mutual benefit of all property presently owned by The Middleton Group and is perpetual, non-exclusive, appendant, appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of the mortgages premises and the other property of the mortgagor which abuts said easement and shall be transmissible by deed or otherwise upon any conveyance or transfer of the above mortgaged property on which said easement exists. The 24 foot, 20 foot and 12.5 foot wide strip is conveyed subject to the condition that no structure nor improvement of any kind, other than usual and normal roadway paving shall be placed thereon together with such utility uses as do not interfere with ingress, egress and regress. This easement is for the commercial development of the property affected - continued on attached sheet-

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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