

FILED
GREENVILLE CO. S. C.

APR 3 4 35 PM '77

BOOK 1427 PAGE 839

OPEN-END MORTGAGE DEEDLEY

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned,

Fountain Inn Co., an Ohio limited partnership,

(hereinafter "MORTGAGOR"), for the consideration of Eight Hundred Thirty-two Thousand Dollars (\$832,000.00) received from THE HUNTINGTON MORTGAGE COMPANY, Columbus Ohio (hereinafter "MORTGAGEE"), HEREBY GRANTS AND CONVEYS unto the Mortgagee, its successors and assigns, the following described premises:

All that piece, parcel or tract of land situate, lying and being in Fountain Inn, County of Greenville, State of South Carolina, containing 7.91 acres, more or less, as shown on plat of Fountain Inn, Ltd., made by Carolina Surveying Company on January 7, 1977, and recorded in the R.M.C. Office in Plat Book 6-F, page 94, and having the following metes and bounds, to-wit: Beginning at an iron pin in the center of Fairview Street, at the corner of J.R. Thomason, and running thence along Thomason, S. 64-57 E. 591.9 feet to an iron pin at the corner of Land Fund, Ltd.; thence S. 39-03 E. 319.9 feet to an iron pin at the corner of Jones; thence S. 1-04 E. 412.6 feet to an iron pin at the corner of Nelson; thence with the line of Nita D. Nelson N. 77-42 W. 368 feet to an iron pin; thence along the line of Land Fund, Ltd., N. 27-18 W. 896.5 feet to an iron pin in Fairview Street; thence with Fairview Street N. 37-20 E. 45.1 feet to the point of beginning.

be the same more or less, together with all fixtures, easements, privileges, and appurtenances thereunto belonging, and all rights and estates in reversion or remainder, and all rents, issues, and profits which may be had or arise therefrom, including therein but not by this language intending to limit the generality of the foregoing, all heating, refrigerating, ventilating, airconditioning, sprinkling, vacuum cleaning, water, and power systems, plumbing and lighting fixtures, incinerators, elevators, shades, screens, awnings, and storm windows now or hereafter attached to or used in connection with said premises, and all plants, trees, and shrubs of every nature and description, now growing or hereafter planted upon the said premises.

TO HAVE AND TO HOLD all of the foregoing with the appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever. And Mortgagor does hereby covenant with Mortgagee, its successors and assigns, that at and until the ensealing of these presents, Mortgagor is well seized of the above-described PREMISES as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain, sell, and convey the same in manner and form as above-written; that the same are FREE AND CLEAR FROM ALL ENCUMBRANCES whatsoever, and Mortgagor WARRANTS and WILL DEFEND said premises, with the appurtenances thereunto belonging, to Mortgagee, its successors and assigns forever, against all lawful claims and demands whatsoever.

Pursuant to the provisions of a loan agreement between the parties hereto dated of even date herewith, Mortgagee is obligated to advance to Mortgagor the full amount of note heretofore referred to and the parties agree that with respect to this mortgage deed:

1. It shall secure the unpaid balances of loan advances made after this instrument is delivered to the Recorder for record.
2. The maximum amount of such unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is \$832,000.00.
3. In addition to such loan indebtedness this mortgage shall secure unpaid balances of advances made by Mortgagee for payment of taxes, assessments, insurance premiums and/or costs incurred for the protection of the mortgaged premises.
4. Mortgagee's address is The Huntington Mortgage Company, attention R. Wayne Davis, President, 37 West Broad Street, Columbus, Ohio 43215.

The conditions of this mortgage are such that: WHEREAS Mortgagor to evidence an indebtedness owing to Mortgagee executed and delivered to Mortgagee a promissory

DOCUMENTARY STAMP TAX 332.80
APR 3 1977
PUBLIC

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4.0001

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