

FILED
GREENVILLE CO. S. C.

MORTGAGE

BOOK 1522 PAGE 168

OCT 27 10 44 AM '80

THIS MORTGAGE is made this 24th day of October 1980, between the Mortgagor, Lance Enterprises, a Partnership (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, Greenville, SC, a corporation organized and existing under the laws of United States of America, whose address is Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand, One Hundred Four and 02/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1998

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 tract of land in Greenville County, South Carolina on the southern side of Pelham Road being designated as the eastern half of Tract 5 of Jones Estate and the tract adjacent thereto originally containing 6.7 acres, more or less, and being more particularly shown on plat entitled "Property of William F. Batson" as prepared by Freeland and Associates dated October 21, 1980 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 2F, Page 51, and having according to said plat the following metes and bounds:

BEGINNING at a railroad spike in the center of Pelham Road and running thence with the common line of Wade Hampton Fire and Sewer District S 22-15 E 1382.4 feet, crossing a reference iron pin at 34 feet from the center line of Pelham Road, to a point in a branch crossing a reference iron pin 11 feet prior to said point; thence with said branch as the line N 61-14 E 90.4 feet, N 44-27 E 58.9 feet, N 31-24 E 120.6 feet, N 7-33 E 86.9 feet, to a point being a common corner of property now or formerly of Lois O. Jones; thence with the common line of said Jones Property N 26-00 W 242 feet crossing a reference iron pin 11 feet after leaving said branch, to a new iron pin; thence continuing along said Jones Property N 14-15 W 877 feet to a railroad spike in the center of Pelham Road, crossing a reference iron pin at 33 feet from said railroad spike; thence along the center line of Pelham Road S 81-00 W 401.2 feet to a railroad spike, the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by deed of William F. Batson as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1136, Page 167, on October 27, 1980.

which has the address of Rt. 2, Pelham Road, Greenville, South Carolina (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 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.

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