

FILED
GENERAL OFFICE S.C.

MAR 2 11 54 AM '81

MORTGAGE

BOOK 1534 PAGE 35

DONNE TANKERSLEY

THIS MORTGAGE is made this 27th day of February 1981, between the Mortgagor, TRI-CO INVESTMENTS, INC. (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

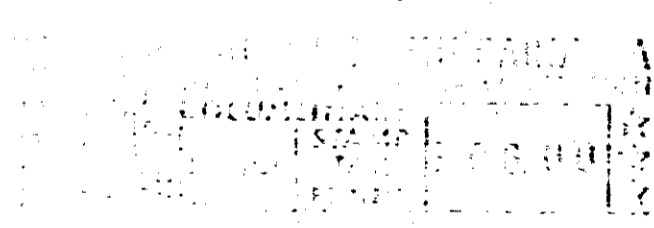
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and no/100ths (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 27, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 27, 1984;

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 those certain pieces, parcels or tracts of land, situate, lying and being with any improvements thereon in the City of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lots #51, #52, #54, #57 and #60, Section II of Wemberly Way Subdivision, located on Wemberly Drive as shown in Plat Book 7C, at Page 39, prepared by H. C. Clarkson, Jr., Surveyor; and reference being craved to said Plat for a metes and bounds description.

THIS being a portion of the same property conveyed by W. C. Cook to Tri-Co Investments, Inc. in Deed Book 994 at page 787 on March 7, 1974.

THE mortgagee agrees to release individual lots hereunder upon receipt of a release fee of \$3,000.00 per lot.



GCTO --- 1 MR 281 1224

which has the address of Lots #51, 52, 54, 57, and 60, Wemberly Way Subdivision,
[Street] [City]
Simpsonville, S.C. (herein "Property Address");
[State and Zip Code]

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".

4.0001 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.

1003

4328 RV-2