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WALTERSLEY

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MORTGAGE

THIS MORTGAGE is made this 8th day of May, 19 81, between the Mortgagor, Apex Enterprises, a Partnership

, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and No/100 (\$10,000.00) dollars, which indebtedness is evidenced by Borrower's note dated May 8, 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 May 30, 1991

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 in Greenville Township, Greenville County, State of South Carolina, on the west side of E Street, and being known and designated as Lot No. 33 of Section 6, in a subdivision of the property of Judson Mills as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book K, at Pages 106 and 107, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of E Street at the corner of Lot No. 34, and running thence along the line of that lot S. 88-23 W. 77.4 feet to an iron pin, at the rear corner of said Lot No. 34; thence along the rear line of Lot No. 40, S. 1-37 E. 70 feet to an iron pin, rear corner of Lot No. 32; thence along the line of said Lot No. 32, N. 88-23 E. 77.4 feet to an iron pin on the west side of E Street; thence along the west side of E Street N. 1-37 W. 70 feet to the beginning corner.

THIS being the same property conveyed to the mortgagor herein by deed of Lee Edwards Tucker as recorded in Deed Book 1146 at Page 171, in the RMC Office for Greenville County, S.C., on April 14, 1981.

THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
STAMP
TAX \$ 04.00

which has the address of 11-E Street Greenville

S.C. (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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