

BOOK 1545 PAGE 473

# MORTGAGE

THIS MORTGAGE is made this 23rd day of June, 1981, between the Mortgagor, McLee's, Inc. (herein "Borrower"), and the Mortgagee, Piedmont Federal Savings and Loan Association of Spartanburg, a corporation organized and existing under the laws of the United States of America, whose address is 1461 East Main Street, Spartanburg, South Carolina 29304 (herein "Lender").

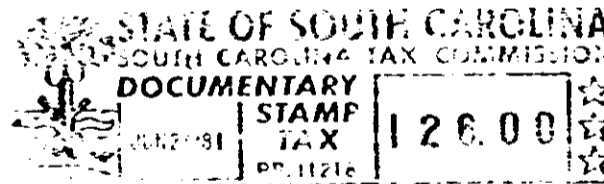
WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Fifteen Thousand and 00/100 (\$315,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 10, 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 Spartanburg, Greenville, State of South Carolina:

All that piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having, according to said plat, 3.00 acres with the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane S. 36-03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42-03 W. 366.96 feet to an iron pin on the line of property now or formerly Balcome; thence N. 36-13 W. 356.12 feet to an iron pin on Balcome Boulevard; thence with the line of Balcome Boulevard N. 40-32 E. 197.99 feet to an iron pin; thence continuing with said Boulevard 35-33 E. 107.33 feet to an iron pin; thence continuing with said Boulevard N. 45-17 E. 76.5 feet to the point of beginning.

This is the same property as that property conveyed to McLee's, Inc. by Tommy Paul McLees by deed dated May 19, 1980, recorded in Deed Book 1126 at Page 82, R.M.C. Office for Greenville County.



which has the address of 3.00 Acres, Balcome Boulevard, 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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