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FILED  
GREENVILLE, S. C.

FEB 16 3 51 PM '83

DONN... BANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 18th day of February, 1983, between the Mortgagor, College Properties, Inc.

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thirty Eight Thousand, Four Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 18, 1983, (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 18, 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 that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 20 of a subdivision known as Schwiars at Celveland according to a plat thereof prepared by Dalton & Neves Co. dated April, 1980 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 20 and having according to a more recent plat prepared for College Properties, Inc. by Arbor Engineering dated February 17, 1983 and being recorded in the RMC Office for Greenville County in Plat Book 9M at Page 18, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Harvest Lane and Harvest Court and running thence with the southeastern side of Harvest Court N. 46-19 E. 65.06 feet to an iron pin at the corner of Lot 19 and running thence with the line of Lot 19 S. 49-17 E. 111.44 feet to an iron pin at the corner of Lot 21; running thence with the joint line of Lots 20 and 21 S. 40-51 W. 90.65 feet to an iron pin on the northeastern side of Harvest Lane; running thence with the northeastern side of Harvest Lane N. 47-49 W. 94.96 feet to an iron pin; thence with the intersection of Harvest Lane and Harvest Court N. 3-15 W. 32.61 feet to the point of BEGINNING.

This being a portion of the same property conveyed to the mortgagor herein by deed of Schwiars at Cleveland Development, Inc. recorded May 21, 1982 in the RMC Office for Greenville County in Deed Book 1167 at Page 267.

OFFICE OF THE CLERK OF THE COURT  
GREENVILLE, SOUTH CAROLINA  
RECORDED  
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which has the address of Lot 20, Harvest Lane Greenville,  
(Street) (City)  
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."

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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