

MORTGAGE

BOOK 1614 PAGE 235

FILED GREENVILLE, S.C.

THIS MORTGAGE is made this 1st day of July 19 83, between the Mortgagor, C. D. CASE AND WILLIS E. CASE DONNE EY. (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY THOUSAND AND no/100--- (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 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 June 1, 1993

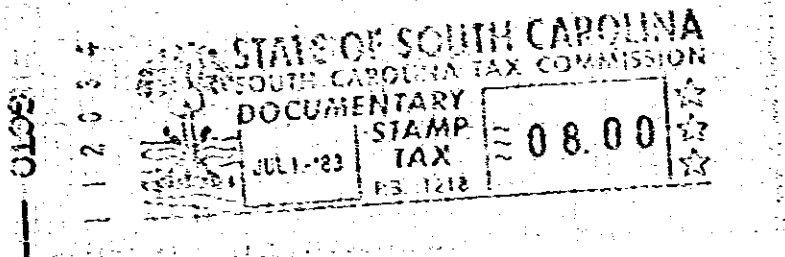
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with the improvements thereon situate, lying and being in the Town of Fountain Inn, County of Greenville, State of South Carolina, and being more fully described as follows:

Beginning at an iron pin on the eastern side of Case Street in the Town of Fountain Inn being a joint corner of the property of C. D. Case and the Speagle Estate and thence running S. 37-30 E. 481.8 feet to an iron pin; thence S. 53-30 W. 719.5 feet to an iron pin; thence N. 3-07 E. 321 feet to an iron pin; thence N. 30-49 W. 166.8 feet to an iron pin; thence N. 51-11 E. 171.6 feet to an iron pin; thence N. 46-56 E. 100 feet to an iron pin; thence N. 41-21 E. 221 feet to an iron pin; thence N. 37-30 W. 7.3 feet to an iron pin and being the point of beginning; said property is bounded by the Speagle Estate; property of B. F. Gault; lots of C. D. Case and Cast Street and located on the property is one office; three buildings; two warehouses and nine small dwellings.

EXCEPTING THEREFROM that certain piece, parcel or tract of land containing .75 acres to Mack's Refrigeration Company, Inc. by deed dated January 28, 1980 and recorded in Book 1121, page 65 in the RMC Office of Greenville County from C. D. Case and Willis E. Case.

Being the same property conveyed to the Borrowers herein by deed dated December 29, 1958, and of record in the RMC Office for Greenville County in Deed Book 613, page 255, from Case Lumber & Supply Company, Inc.



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which has the address of Case Street Fountain Inn (Street) (City) South Carolina, 29644 (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.

GREENVILLE

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