

FILED
GREENVILLE CO. S. C.
Jul 14 3 30 PM '83
DONNIE S. TANKERSLEY
R.M.C.

0001518 1983 81

MORTGAGE

(Participation)

This mortgage made and entered into this 14th day of July
19 83, by and between RICHARD K. HEUSEL AND GWENDOLYN D. HEUSEL

(hereinafter referred to as mortgagor) and AMERICAN FEDERAL BANK, F.S.B.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 101 East Washington Street, Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the Southerly side of James Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 140 as shown on a plat of property of Richard K. Heusel, dated April 12, 1983, prepared by Freeland & Associates, and recorded in the R.M.C. Office for Greenville County in Plat Book 9-P at page 64, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of James Street, said pin being 514.4 feet, more or less, from the intersection of James Street and Buncombe Street, and running thence with the Southerly side of James Street N. 62-18 E. 141.62 feet to an iron pin; thence S. 27-51 E. 309.57 feet to an iron pin; thence S. 70-39 W. 142.44 feet to an iron pin; thence N. 28-00 W. 288.89 feet to the point of beginning.

This is the same property conveyed to Richard K. Heusel by deed of B. Joan Sammons, dated January 12, 1981, recorded in the R.M.C. Office for Greenville County in Deed Book 1140 at page 644, on January 13, 1981. Subsequently, Richard K. Heusel deeded an undivided one-half interest in said property to his wife, Gwendolyn D. Heusel, dated April 13, 1983, and recorded in said R.M.C. Office in Deed Book 1186 at page 528, on April 18, 1983.

KM Fabrics, Inc. has executed its promissory note, dated July 14, 1983, in the principal sum of \$500,000.00, in favor of American Federal Bank, F.S.B., and the Mortgagor, Richard K. Heusel, an officer and shareholder of KM Fabrics, Inc., has given his personal guaranty for payment of said note and desires to give a mortgage on the premises hereinabove described to secure said guaranty. In order to create a valid mortgage lien covering all interests in the premises, the Mortgagor, Gwendolyn D. Heusel, owner of an undivided one-half interest therein, joins in the execution of the same to accommodate her husband, realizing she has no personal liability for the note and/or the guaranty hereinabove referred to. The said Mortgagor, Gwendolyn D. Heusel, joins in the execution of the within mortgage freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever.

(cont'd. on attached Rider)
Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure ^{a guaranty} ~~the promissory note~~ dated July 14, 1983
in the principal sum of \$ 500,000.00, signed by Richard K. Heusel and Gwendolyn D. Heusel
in behalf of ~~Richard K. Heusel~~



OFFICE OF THE CLERK OF THE SUPERIOR COURT
GREENVILLE, SOUTH CAROLINA
RECORDED
INDEXED
STAMP
JUL 14 1983
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