

Mortgagee's Mailing Address: 301 College Street, Greenville, S.C.

1613 33

FILED
GREENVILLE

MORTGAGE

AUG 2 2 49 PM '83

JONNIE W. WISLER

THIS MORTGAGE is made this 1st day of August, 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 Sixty Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 August 1, 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 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. 7 as shown on subdivision plat known as "Schwiers at Cleveland" prepared by Dalton & Neves Engineers dated April, 1980 being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 20 and also being referred to as Lot No. 7 containing 0.23 acres as shown on property survey for College Properties, Inc. prepared by Arbor Engineering dated July 8, 1983 being recorded in the RMC Office for Greenville County in Plat Book 9-X at Page 10 and having according to the latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Harvest Court, joint front corner of Lot Nos. 7 and 8 and running thence with the northern side of Harvest Court N. 63-27 W. 10.01 feet to an iron pin; thence continuing with Harvest Court N. 73-30 W. 50.04 feet to an iron pin, joint front corner of Lots Nos. 6 and 7; thence with the joint line of said lots N. 0-25 E. 142.07 feet to an iron pin; thence S. 60-54 E. 59.94 feet to an iron pin; thence S. 56-47 E. 50.01 feet to an iron pin, joint rear corner of Lots Nos. 7 and 8; thence with the joint line of said lots S. 20-11 W. 111.04 feet to an iron pin at the point of beginning.

This being a portion of the same property conveyed to the Mortgagor by deed of Schwiers at Cleveland Development, Inc. dated May 7, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1167 at Page 267.

which has the address of Lot 7, Harvest Court Greenville

South Carolina 29601 (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 seized 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.

0080

4328 W. 3