

FILED  
GREENVILLE S.C.

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AUG 3 10 03 AM '83 MORTGAGE

CONTRACT NO. 21561  
R.M.C.

THIS MORTGAGE is made this 2nd day of August 1983 between the Mortgagor, Greenville Orthopedic Properties, a General Partnership (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 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 2, 1988

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 County of Greenville, State of South Carolina being shown and designated as Lot 2, on plat entitled "Property of Greenville Orthopedic Properties, a General Partnership" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 97 at Page 27 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Grove Road, said pin being approximately 1139.0 feet to the intersection of Grove Road and Mills Avenue and running thence N. 64-55 W. 347.7 feet to an iron pin; thence N. 15-54 E. 202.5 feet to an iron pin; thence S. 64-55 E. 380.0 feet to an iron pin; thence S. 25-05 W. 200.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Jean D. Adams and recorded herewith.

THIS IS A SECOND MORTGAGE.

which has the address of 2 Cross Creek, 901 K. Faris Road, Greenville, S.C. 29605 (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.

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