

FILED
GREENVILLE S.C.
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DONALD R. SLEAY
R.H.C.

5. 1983 30

MORTGAGE

THIS MORTGAGE is made this 8th day of August 1983, between the Mortgagor, BEECHWOOD PROPERTIES, A SOUTH CAROLINA PARTNERSHIP (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 Fifty Thousand and 00/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated _____ (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 8, 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 with the buildings and improvements thereon lying and being on the northerly side of the intersection of Thornwood Lane and Lowood Drive near the City of Greenville, State of South Carolina being known and designated as Lot No. 189 on a plat by Chanticleer Section VI recorded in the RMC Office for Greenville County, South Carolina in Plat Book "4X", at Page 59, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeasterly side of Thornwood Lane said pin being the joint front corner of Lots Nos. 189 and 190 and running thence with the common line of said lots N. 42-03 E. 184.68 feet to an iron pin the joint rear corner of Lots Nos. 189 and 190; thence S. 45-04 E. 59.46 feet to an iron pin the joint rear corner of Lots Nos. 189 and 188; thence with the common line of said lots S. 14-47 E. 160.09 feet to an iron pin on the northerly side of Lowood Drive; thence with the northerly side of Lowood Drive S. 64-33 W. 85.33 feet to an iron pin at the intersection of Lowood Drive and Thornwood Lane; thence with said intersection N. 77-57 W. 35.62 feet to an iron pin on the northeasterly side of Thornwood Lane; thence with the northeasterly side of Thornwood Lane N. 46-50 W. 129.94 feet to an iron pin the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Chanticleer Real Estate, Inc. dated May 24, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1188, at Page 847 on May 25, 1983.

which has the address of Lot No. 189, Thornwood Lane, Greenville, SC 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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