

FILED
GREENVILLE

MORTGAGE

1983-1134

Aug 25 1983

THIS MORTGAGE is made this 23rd day of August 1983, between the Mortgagor, Southeast Kitchen and Baths Distributing, Inc. (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 Seventy Six Thousand Eight Hundred and No/100 (\$76,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 February 23, 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 situate, lying and being on the southeastern side of Oak Crest Court, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 6 on plat entitled "Oak Crest", prepared by Freeland & Associates, Inc., dated January 5, 1983 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-W, at Page 22, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Oak Crest Court at the joint front corner of Lots Nos. 6 and 7 and running thence with the line of Lot No. 7, S. 28-21 E. 102.60 feet to an iron pin in the line of property now or formerly of D. T. Smith Estate; thence with the line of property now or formerly of D. T. Smith Estate, S. 61-15 W. 59.58 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence with the line of Lot No. 5, N. 28-21 W. 103.01 feet to an iron pin on the southeastern side of Oak Crest Court; thence with the southeastern side of Oak Crest Court, N. 61-39 E. 59.58 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of W. R. Martin Corp. and First Carolina Construction Co., Inc., dated August 23, 1983 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 11, at Page 21, on August 24, 1983.

which has the address of Lot No. 6 Oak Crest Court, Greenville, South Carolina (Street) (City)

(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 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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