

ATTN: COMMERCIAL  
LENDING DIVISION

MORTGAGE

FILED 1624 337  
GREENVILLE  
SEP 7 9 07 AM '83

THIS MORTGAGE is made this 6th day of September 1983, between the Mortgagor, James A. Boling Sr. (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 One Hundred Fifteen Thousand and No/100 (\$115,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 6, 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 September 1, 1993

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 on the West side of South Calhoun Street and being more particularly shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book V at Page 78, and having the following metes and bounds to-wit:

Beginning at an iron pin on the West side of said street, which iron pin is 150 feet south from the southwest corner of said street and Pendleton Street, and running thence N. 71-27 W., 75 feet to a stake; thence S. 18-24 W., 45 feet to a stake; thence S. 71-27 E., 75 feet to an iron pin on the South Calhoun Street; thence with said street, N. 18-24 E., 45 feet to the beginning, subject however to an 18 foot strip along the entire Northern boundary of the within described property, reserved as an easement for the benefit of the adjoining property owners by deed of L. H. McCalla to James N. Threadgill recorded in Deed Book 524 at Page 279 in the R.M.C. Office for Greenville County.

ALSO:

All those Lots of land situate on the Northerly side of Rutherford Road in the County of Greenville, State of South Carolina, being shown and designated as Lots 29 & 30 on a Plat of the Property of E. M. Wharton dated June 1917 and recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 206, and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin at the joint front corner of Lot 27 and Lot 29 and running thence with Lot 27, N. 8-15 W., 199 feet to an iron pin in the right of way of Piedmont and Northern Railway; thence with the said railway right of way, N. 61-07 E., 109 feet to an iron pin at the joint rear corner of Lot 30 and Lot 32; thence with Lot 32, S. 8-15 E., 242.5 feet to an iron pin on Rutherford Road; thence with said road, S. 81-45 W., 100 feet to the point of beginning.

This being the identical pieces of property conveyed to the Mortgagor by deed of John Alex Codgill dated September 6, 1983 and recorded in the R.M.C. Office for Greenville County in Deed Book 1195 at Page 804.

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which has the address of 10 S. Calhoun St. & 2211 Rutherford Road Greenville, South Carolina 29609 (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 seised 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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