

FILED
GREENVILLE
SEP 15 3 18 PM '83

State of South Carolina)
County of GREENVILLE)
Words Used In This Document

990: 1926 145:126

Mortgage

- (A) **Mortgage**—This document, which is dated September 14, 1983, will be called the "Mortgage".
- (B) **Mortgagor**—NEW SOUTH DEVELOPMENT COMPANY, A SOUTH CAROLINA GENERAL PARTNERSHIP, will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) **Lender**—The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is P. O. Box 969, Greenville, S.C. 29602

- (D) **Note**—The note, note agreement, or loan agreement signed by New South Development Company and dated September 14, 1983, will be called the "Note". The Note shows that I have promised to pay Lender

\$2,500.00 per month Dollars plus finance charges or interest at the rate of SCN Prime per year
 _____ Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by _____

If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.

- (E) **Property**—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- (C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that piece, parcel or lot of land situate on the southeast side of U.S. Highway 291 in the City of Greenville, County of Greenville, State of South Carolina, and being more particularly described according to a plat of property of the McAlister Estate, Greenville, South Carolina, prepared by C. C. Jones, Engineer, dated July 1950, revised December 22, 1957, as follows:

BEGINNING at a point on the southeastern side of right-of-way of U.S. Highway No. 291, which point is 610-feet southwest of the intersection of Laurens Road and U.S. Highway 291, and running thence along said right-of-way line, S. 26-11 W. 150-feet to a point; thence turning and running S. 55-31 E. 275-feet to a point; thence turning and running N. 26-11 E. 250-feet to a point in southwestern side line of property of R. H. Green; thence turning and running N. 55-31 W. along R. H. Green line 50-feet to a point; thence turning and running S. 26-11 W. 100-feet along the rear line of property of Liberty Life Insurance Company to a point; thence turning and running N. 55-31 W. 225-feet along the southwestern line of Liberty Life property to the point of beginning.

This being a portion of the same property conveyed to the mortgagor by deed of New South Development Corporation as recorded in the R.M.C. Office for Greenville County in Deed Book 973, at Page 121 on April 15, 1973.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.