

FILED
GREENVILLE
OCT 21 2 27 PM '83
DONALD R. M. C.

BOOK 1631 PAGE 907

MORTGAGE

THIS MORTGAGE is made this 21 day of October, 1983, between the Mortgagor, HARVEST LANE TOWNHOMES, A LIMITED 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 TWO HUNDRED TWENTY-THREE THOUSAND AND NO/100 (\$223,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 21, 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 October 21, 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 in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 25 on Plat of Schwiers at Cleveland, recorded in Plat Book 7-X, at Page 20, in the RMC Office for Greenville County, South Carolina, and as will more fully appear on a more recent Plat by Dalton & Neves Co., Engineers entitled "Harvest Lane Townhomes, a Limited Partnership" dated October, 1983 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 10-C at Page 24. Reference to said Plat is hereby craved for a metes and bounds description.

This is a portion of the same property conveyed to Mortgagor herein by deed of College Properties, Inc. dated May 31, 1983, recorded June 2, 1983 in the RMC Office for Greenville County, South Carolina in Deed Book 1189 at Page 465.

which has the address of Lot 25, Harvest Lane Greenville,
(Street) (City)
South Carolina 29601 (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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