

ATTN: HAROLD STILKER  
COMMERCIAL LENDING DIVISION

FILED

**MORTGAGE**

**VOL 1639 PAGE 187**

DEC 12 1988

THIS MORTGAGE is made this 8th day of December 1983, between the Mortgagor, Burgess Four Properties Unlimited, a South Carolina General Partnership (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB 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 Two Hundred Twenty-five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 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 December 8, 1988.

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, together with the improvements thereon situate, lying and being in Greenville Township, County of Greenville, State of South Carolina and having, according to a plat entitled "Merchants Cotton Warehouse Company", Topographic Survey, dated July 13, 1967, made by Carolina Engineering & Surveying Company, and recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book PPP at Page 197, the following metes and bounds:

BEGINNING at a point in the center line of Worley Road, 197.6 feet southwest of the intersection of said center line and the southeastern boundary of the right-of-way of the Southern Railway Company for its mainline tracks, and running thence with the boundary line of land now or formerly of W. A. Austin, Sr., N. 87-43 E., 482 feet, more or less, to a point, being the joint rear corner with other land now or formerly of W. A. Austin, Sr.; thence S. 9-58 W., 376 feet to a point; thence N. 67-55 W., 501.9 feet to a point in the center line of Worley Road; thence with said center line, N. 16-34 E., 170 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Piedmont Welding Supply Company, a North Carolina Corporation recorded herewith.

AMERICAN FEDERAL BANK, FSB  
101 EAST WASHINGTON STREET  
GREENVILLE, SOUTH CAROLINA 29601  
Lender's address

which has the address of Worley Road Greenville  
[Street] [City]  
South Carolina (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.

SOUTH CAROLINA 1988-1989 5-10 UNIFORM INSTRUMENT

400 9 11A01

0187

1328-11-21