

FILED  
S.C.  
R.M.C. OFFICE

VOL. 1044 PAGE 432

# COMMERCIAL MORTGAGE

LEATHERWOOD, WALKER, TODD & MANN

THIS MORTGAGE is made this 19th day of January, 1984, between the Mortgagor, HUNT & RHINE PARTNERSHIP, a South Carolina General 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 One Hundred Ten Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note/agreement dated January 19, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1994, subject to future advances or renewals.

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the southern side of Augusta Road, being known and designated as the front portion of Lot #2 on a plat of the property of Mary B. Lewis, recorded in Plat Book E at Page 213 in the R.M.C. Office for Greenville County, and described as follows:

BEGINNING at an iron pin on the southern side of Augusta Road at the joint front corner of Lots #1 and #2 and running thence with the line of Lot #1, S. 29-48 W. 250 feet to an iron pin; thence N. 46-30 W. 90 feet to an iron pin at the corner of Lot #3; thence with the line of Lot #3, N. 25-44 E. 250 feet to an iron pin on the southern side of Augusta Street; thence with the southern side of Augusta Street, S. 46-30 E. 113 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by Deed of Hunt, DuPree & Rhine, Inc. recorded August 3, 1983 in Deed Book 1193 at Page 738 in the R.M.C. Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
JAN 19 84  
STAMP TAX  
\$ 44.00  
PB 11215

which has the address of 1922 Augusta Street Greenville,  
(Street) (City)  
South Carolina 29605 (herein "Property Address");  
(State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by Estate of H. Grice Hunt to First Federal S&L Assn. of record in Mortgage Book 1352 Page 689, in the Register's Office for Greenville County, South Carolina.

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, including furniture, furnishings and equipment 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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