

FILED
GREENVILLE, S.C.
JAN 26 2 43 PM '84
DUNN & MURPHY
R.M.C.

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 26th day of January, 1984, between the Mortgagor, Helen Enterprises, a 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 Forty Three Thousand Two Hundred & no/100 (\$43,200.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated January 26, 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 January 26, 1987, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot No. 63 of a subdivision known as "Chanticleer Towns" as shown on plats recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-W at Page 5 and having such metes and bounds as appears thereon.

This being the same property conveyed to the mortgagors herein by deed of College Properties, Inc. of even date and to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
JAN 26 1984
TAX \$ 17.28
PER STATE

SC10 -----3 JA26 84 024 4.0000

which has the address of 63 Chanticleer Towns Greenville County, SC (State and Zip Code) (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by _____ to _____ of record in Mortgage Book _____ Page _____, in the Register's Office for _____ 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 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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