

FILED  
S.C.  
JAN 11 1984  
R.M.C. FILEY

# COMMERCIAL MORTGAGE

11648 747

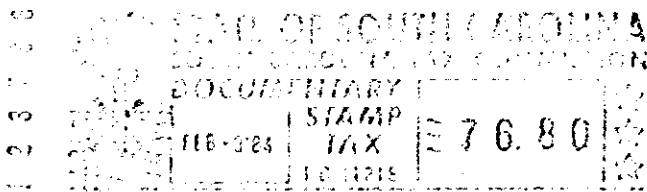
THIS MORTGAGE is made this 3rd day of FEBRUARY 19 84, between the Mortgagor, SUMMIT PLACE PARTNERSHIP, JOHN A. THEODORE, NICK A. THEODORE, CHARLES J. THEODORE, THOMAS L. COX & LOUIS G. MANIOS, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation 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 NINETY-TWO THOUSAND AND NO/100 (\$192,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated FEBRUARY 3, 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, 1985, 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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, as is more fully shown on a Plat, entitled: "Summit Place, Phase II, Parcels A, B, C, and D", dated April 15, 1981, revised August 4, 1981, revised January 28, 1982, prepared by Heaner Engineering Co., Inc., Greenwood, South Carolina, and recorded on February 1, 1982, in the R.M.C. Office for Greenville County, in Plat Book 8-P, at Page 56, and being known as Parcel B, containing 0.47 acres, and having, according to said Plat, the metes and bounds shown thereon.

This is the identical property heretofore conveyed to the Mortgagors herein by Deed of Westminster Company, Inc., dated February 2, 1982, and recorded in the RMC Office for Greenville County, in Deed Book 1161, at Page 926.



which has the address of Summit Drive, Greenville,  
(Street) (City)  
South Carolina (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 \_\_\_\_\_ 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 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.