

ATTN: COMMERCIAL
LENDING DIVISION

MORTGAGE

FILED
FEB 17 1 24 PM '84
S.C.

THIS MORTGAGE is made this 9th day of February 1984, between the Mortgagor, Richardson-Newman, a General Partnership (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 One Hundred Thousand and No/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 9, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 8, 1985.

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 those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 54 and 55 on plat entitled Section I, Wedgewood Place, dated March, 1983, prepared by Dalton & Neves Co., Engineers, and recorded in the RMC Office for Greenville County, SC, in Plat Book 9-F at Page 76, reference to said plat being hereby craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Independent Properties, Inc. dated October 13, 1983, and recorded in the Office of the RMC for Greenville County in Deed Book 1198 at Page 719 on October 18, 1983, and deed of Independent Properties, Inc. of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY TAX COMMISSION
DOCUMENTARY STAMP TAX
FEB 17 1984
\$ 40.00

GCTO -----3 FEB 17 84 090

which has the address of Kestrel Court Greenville, SC (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 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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