

FILED S.C.  
GREENVILLE  
APR 11 11 43 AM '84  
DOHNKE BERSLEY

VOL 1635 PAGE 622

## COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 3rd day of April, 1984, between the Mortgagor, SRM Properties, a South Carolina 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 Sixty-five Thousand and No/100---(\$65,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note/agreement dated April 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 April 3, 1989, 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 with improvements thereon located in Greenville township, City of Greenville, State of South Carolina located on Queen Street and being shown on plat entitled "Property of SRM, a general partnership" prepared by Richard D. Wooten, Jr., S C RLS bearing date of March 28, 1984 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Queen Street said iron pin being the joint front corner of the within property and property now or formerly belonging to Gorman and running thence with Queen Street S. 37-34 W. 94.30 feet to a nail and cap in Pack Alley; thence continuing with Queen Street S. 49-50 W. 239.90 feet to an iron pin turning and running thence N. 52-16 W. 79.50 feet to an iron pin; thence N. 14-15 W. 165 feet to an iron pin; thence N. 18-34 E. 65.40 feet to an iron pin; thence S. 77-04 W. 38.0 feet to an iron pin; thence N. 15-00 W. 120.05 feet to an iron pin; thence N. 58-32 E. 47.88 feet to an iron pin; thence N. 64-08 E. 28.58 feet to an iron pin; thence S. 60-13 E. 374.46 feet to an iron pin on the westerly side of Queen Street, the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by Deed of Grace Waldrop Sims, Executrix of the estate of Louis Botha Sims dated April 3, 1984 and to be recorded herewith.

which has the address of Queen Street Greenville,  
(Street) (City)  
SC 29611 (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 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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