

FILED  
GREENVILLE S.C.  
MAY 1 4 45 P.M. '84  
JENNIFER W. HENSLEY  
R.M.C.

# MORTGAGE

41030 384

THIS MORTGAGE is made this 30th day of April, 1984, between the Mortgagor, O & D Incorporated of Greenville, (herein "Borrower"), and the Mortgagee, Southern Bank and Trust Company, a corporation organized and existing under the laws of of the United States of America, whose address is P. O. Box 3129 Greenville, South Carolina 29602 (herein "Lender").

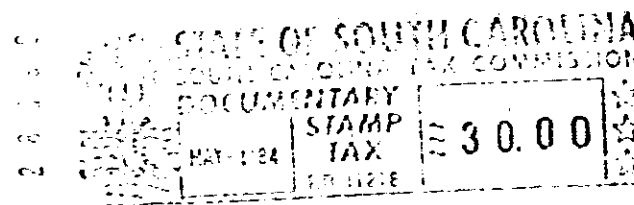
WHEREAS Borrower is indebted to Lender in the principal sum of Seventy-five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 30, 1992

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 Greenville Township, City of Greenville, County of Greenville, State of South Carolina, on the Western side of Laurens Road, being more particularly described according to a survey and plat prepared by W. J. Riddle, dated November, 1947, recorded in the R.M.C. Office for Greenville County in Plat Book R at page 145, and being also shown on a survey and plat prepared by L. P. Slattery, dated May, 1949, and having, according to a more recent plat entitled "Survey for O & D Incorporated", prepared by Freeland & Associates, dated April 23, 1984, and recorded in the said R.M.C. Office in Plat Book 10-N at page 37, the following metes and bounds:

BEGINNING at an iron pin at the joint front corner of property now or formerly of Nicholson and the premises herein described, and running thence with the line of the said Nicholson property S. 46-11 W. 39.50 feet to an iron pin; thence with the line of property now or formerly of the City of Greenville N. 35-45 W. 44.80 feet through Richland Creek to an iron nail; thence continuing with the line of said City of Greenville property and said creek S. 61-48 W. 23.30 feet to an iron pin; thence with the line of property now or formerly of Vandekerkhove N. 15-55 W. 114.46 feet to a nail and cap; thence continuing with the line of said Vandekerkhove property N. 32-16 W. 9.02 feet to a nail; thence S. 70-37 E. 29.93 feet to a nail in sidewalk; thence S. 38-11 E. 134.54 feet along the sidewalk bordering Laurens Road to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Luc Cyrille Raeckelboom, dated April 30, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1211 at page 641, on May 1, 1984.



which has the address of 10 Laurens Road Greenville  
[Street] [City]  
South Carolina (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 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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