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R.M.C. WINSLEY

# COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 16 day of April, 1984, between the Mortgagor, Elliott Properties, a General Partnership, (herein "~~Borrower~~ Mortgagor"), 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~~ EMW Machining, Inc. (hereinafter "Borrower") is indebted to Lender in the principal sum of Two Hundred Fifty Five Thousand and no/100 (\$255,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated May 7, 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 \_\_\_\_\_, 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~~ Mortgagor 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 its right, title and interest in and to the following described real estate:

LOT near U. S. Highway No. 29, known and designated as Lot No. 15 on plat of Section B., of Property of Marsmen, Inc., made by W.D.M. Brayer, Surveyor, December, 1983, and having the following description:

BEGINNING on a stake on the West side of an unnamed thirty-foot street, which runs parallel with and West of U. S. Highway 29, corner of Lot 14, and running thence N. 71-35 W., 217 feet to a stake on the right-of-way of the Southern Railroad; thence along said right-of-way, N. 34-00 E., 245 feet to a stake, corner of Lot 16; thence S. 66-31 E., 151.8 feet to stake on said unnamed street; thence with the West side of said Street, S. 18-56 W., 218 feet to the beginning corner.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

This is the same property conveyed to the Mortgagor herein by deed of Jane E. Walker, Olin S. Elliott, Jr. and Marianna E. Oppenheimer dated March, 1984, and recorded in the R.M.C. Office for Greenville County in Deed Book 1212 at Page 1 on May 7, 1984.

AND

All its right title and interest in and to those certain parcels or tracts of land with improvements thereon, situate, lying and being on the western side of the Greenville Piedmont Highway (also known as U.S. Highway 29) in the County of Greenville, State of South Carolina, being shown and designated as a portion of Lot 26 and all of Lots 27 and 28, on a plat of the property of E. A. Smythe and others, recorded Continued on Schedule A attached hereto.

which has the address of Lot 15, portion of Lot 26, Lots 27 and 28, Highway 29, (Street) (City), Greenville S. C. (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~~ Mortgagor covenants that ~~Borrower~~ Mortgagor 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~~ Mortgagor 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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