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MORTGAGE

THIS MORTGAGE is made this 21st day of May, 1984, between the Mortgagor, WILLIAMS STREET DEVELOPMENT CORP., (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").

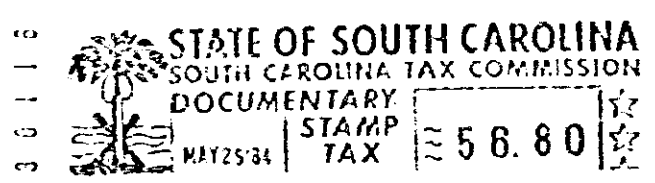
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Forty-Two Thousand & No/100 (\$142,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 21, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 21, 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 that certain piece, parcel or lot of land, together with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being on the Southern side of Club Forest Lane, in the County of Greenville, State of South Carolina, and being known and designated as Lot No. Thirty-Nine (39) as shown on plat of Club Forest, dated August 12, 1982, prepared by Arbor Engineering, Inc., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-F, at Pages 15-17, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Club Forest Lane, at the joint front corner of Lots Nos. 38 and 39, and running thence with the joint line of said lots, S. 02-15 W. 143.90 feet to an iron pin in the line of Chanticleer Subdivision; thence with the line of said Subdivision, N. 87-45 W. 155.0 feet to an iron pin at the joint rear corner of Lots Nos. 39 and 40; thence with the joint line of said lots, N. 04-06 E. 121.73 feet to an iron pin on the Southern side of Club Forest Lane; thence with the Southern side of Club Forest Lane, the following courses and distances: N. 82-31 E. 94.37 feet to an iron pin; thence N. 86-05 E. 58.39 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of College Properties, Inc., dated May 22, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1213, at Page 310, on May 25, 1984.



which has the address of Lot 39, Club Forest Lane Greenville, S. C. 29605 (herein "Property Address");

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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