

GREENVILLE, S.C.

MORTGAGE

Vol 1070 Page 173

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THIS MORTGAGE is made this 29th day of June 19 84, between the Mortgagor, Oaktree Professional Group, a Partnership (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB 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").

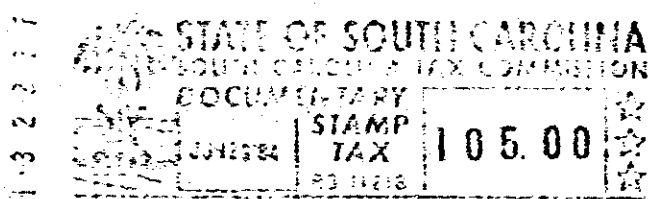
WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Sixty Two Thousand Five Hundred (\$262,500) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1999

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 situate, lying and being in the County of Greenville, City of Mauldin, on the northeastern side of Old Laurens Road and being shown as Tract No. 3 on a plat entitled "OAKTREE PLAZA, Section No. 2", said plat being dated March 23, 1977, prepared by Tri-State Surveyors, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 78, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Old Laurens Road, joint front corner of Lots 3 and 4 and running thence with the common line of said Lots, N. 58-47 E. 142.24 feet to an iron pin; thence N. 13-55 E. 39.51 feet to an iron pin on the southern side of a cul-de-sac; thence with the curve of the cul-de-sac, the chord being N. 86-00 E. 30.76 feet to an iron pin; thence S. 30-39 E. 133.62 feet to an iron pin; thence S. 58-48 W. 197.64 feet to an iron pin on the northeastern side of Old Laurens Road; thence with said road, N. 34-21 W. 56.5 feet to an iron pin; thence continuing with said road, N. 27-21 W. 63.47 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed from Patricia Jean Taylor of even date to be recorded herewith in the R.M.C. Office for Greenville County.



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which has the address of 12 Winchester Court, Oaktree Plaza, Mauldin, South Carolina 29662 (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 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.

5-2000

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