

FILED
GREENVILLE, S.C.
SEP 27 1 15 PM '84
DONNIE W. WILKINS
R.F.S.

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COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 26th day of September, 1984, between the Mortgagor, Charles W. Ruehl and Ruby F. Ruehl, (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 Thirty-Nine Thousand One Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note/agreement dated September 26, 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 September 26, 1989, subject to future advances or renewals.

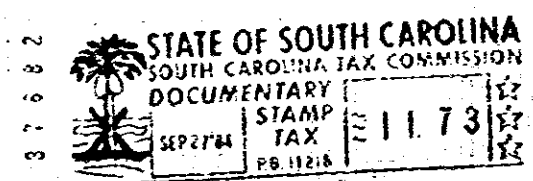
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the easterly side of Sweetwater Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 467 on plat entitled "Map Two, Section Two, Sugar Creek", as recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 19 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc. recorded in the RMC Office for Greenville County in Deed Book 1161 at Page 465 on January 26, 1982.

THIS is a second mortgage subject to that certain first mortgage to South Carolina Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1562 at Page 95 on January 26, 1982 in the original amount of \$56,000.00.

THE mailing address of the Mortgagee herein is P. O. Box 408, Greenville, South Carolina 29602.



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which has the address of 419 Sweetwater Road, Greer (Street), Greer (City), South Carolina 29651 (State and Zip Code) (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by Charles W. Ruehl, et. al. to South Carolina Federal of record in Mortgage Book 1562 Page 95, in the Register's Office for Greenville County, South Carolina, as set out above.

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 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.

