

SEP 28 4 04 PM '84

COMMERCIAL MORTGAGE

DONALD S. WATKINSLEY
R.M.C.

THIS MORTGAGE is made this 28th day of September, 1984, between the Mortgagor, Winston F. Woodward

, (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 Ninety Thousand and 00/100ths-(\$190,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated _____, (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 9/28/87, 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.

TRACT 1

ALL that lot of land situate on the southern side of Interstate Highway 85 frontage road in the County of Greenville, State of South Carolina being shown as a tract containing 2.05 acres on a Plat of the Property of Winston F. Woodward dated October 12, 1978 prepared by Freeland & Associates, recorded in Plat Book 6-U at page 99 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of a frontage road at the corner of a proposed 60 foot road, said iron pin being 2500 feet more or less from Brushy Creek and running thence with said proposed road the following courses and distances: S 00-19 W. 162.8 feet, S 26-11 W 52.33 feet, S 45-30 W 100 feet and S 38-30 W 37.02 feet to an iron pin; thence S 37.40 W 265.73 feet to an iron pin; thence N 26-47 W 217.9 feet to an iron pin; thence N 28-10 E 150.40 feet to an iron pin; thence N 82-15 E 137.66 feet to an iron pin; thence N 11-38 E 151.45 feet to an iron pin on the aforementioned frontage road; thence with said road N 79-54 E 143.22 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed from Threatt Enterprises, Inc. on January 19, 1979 and recorded in Deed Book 1096 at page 989, in the R.M.C. Office for Greenville County.

(SEE EXHIBIT A FOR CONTINUATION OF LEGAL DESCRIPTIONS)

which has the address of Highway I-85 Greenville
(Street) (City)
SC (herein "Property Address");
(State and Zip Code)

TRACT 3 ONLY

CHECK IF APPLICABLE: This is a second mortgage/and is subject to the lien of a first mortgage executed by Joe A. Hewell & Fisher to Mary W. Breazeale Bailey of record in Mortgage Book 1208 Page 357 in the Register's Office for Greenville County, South Carolina. C. Walter additional on Exhibit A attached.

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.

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