

GREENVILLE, S.C.

MORTGAGE

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THIS MORTGAGE is made this 12th day of October 1984 between the Mortgagor, GEORGE A. MULLINIX, JR. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 12, 1984 (herein "Note"), providing for monthly instalments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 12, 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 situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Pinckney Street Extension, near the City of Greenville, being shown on a plat entitled "Property of Golf Refining Co.", dated March, 1923, made by R. E. Dalton, Engineer, recorded in the RMC Office for Greenville County in Plat Book F at Page 112, and having, according to a more recent plat of the Property of Gulf Oil Corporation made by C. O. Riddle, RLS, dated March 7, 1968, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Pinckney Street at an old C.I.M. at the corner of property formerly owned by F. W. Poe Manufacturing Co., and running thence along the western side of Pinckney Street, S.32-20 E. 207.5 feet to an iron pin; thence S.57-11 W. 172.51 feet to an iron pin; thence N.45-22 W. 124.8 feet to an iron pin; thence N.46-52 W. and crossing a spur tract of the Southern Railway Company, 88.25 feet to an old C.I.M.; thence N.57-10 E. 222.85 feet to the point of beginning, together with any and all rights of way, easements or other rights which may be owned by the Mortgagor in and to any industrial side tracks which may run through and from the above described property over adjoining properties.

THIS is the same property as that conveyed to George A. Mullinnix, Jr. and J. Paul Miller by deed of Mildred Hunt Bishop, individually and as Executrix of the Estate of Charles H. Bishop, deceased, recorded in the RMC Office for Greenville County in Deed Book 892 at Page 28 on June 12, 1970. J. Paul Miller conveyed his one-half interest to George A. Mullinnix, Jr. by deed recorded in said RMC Office in Deed Book 1126 at Page 468 on May 27, 1980.

THIS mortgage and the note evidencing this obligation are further subject to the terms of a written Commitment Letter dated October 9, 1984.

THE mailing address of the Mortgage herein is P. O. Box 1268, Greenville, South Carolina 29602.

which has the address of 903 Pinckney Street Extension, Greenville South Carolina 29602 (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.

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