

COMMERCIAL
MORTGAGE

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THIS MORTGAGE is made this 30th day of October, 1984, between the Mortgagor, Lynn F. Schwebach and Jere M. Wagner, (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").

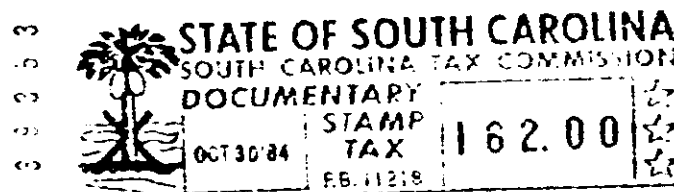
WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Forty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note/agreement dated October 30, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on April 30, 1985, 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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the southeastern intersection of Webb Road and Woods Crossing Road and being shown as 0.852 acres on a survey for Lynn F. Schwebach prepared by W. R. Williams, Jr., R.L.S., dated December 22, 1983, being recorded in the RMC Office for Greenville County in Plat Book 10-F at Page 54 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 Bellwether Properties, L.P., a New York Limited Partnership recorded in the RMC Office for Greenville County in Deed Book 1203 at Page 770 on January 4, 1984 and deed of Haywood Mall, Inc. recorded in said RMC Office in Deed Book 1203 at Page 774 on January 4, 1984.

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



which has the address of Webb Road at Woods Crossing Road, Greenville,
(Street) (City)
South Carolina 29615 (herein "Property Address");
(State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by _____ to _____ of record in Deed Book _____ Page _____, in the Register's Office for _____ County, South Carolina.

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 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.

4328-RV-21