

FILED
GREENVILLE CO. S.C.
DEC 11 3 51 PM '84
DONNIE S. FARRERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 10, 1984. The mortgagor is M.W.S. PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP ("Borrower"). This Security Instrument is given to First Federal Savings and Loan Association of South Carolina, which is organized and existing under the laws of the United States of America, and whose address is 301 College Street, Greenville, South Carolina 29601 ("Lender").

Borrower owes Lender the principal sum of Three Hundred Eighty Thousand and No/100 Dollars (U.S. \$380,000.00-). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 10, 1985. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land, containing 31,250 square feet, more or less, situate, lying and being on the Western side of South Pleasantburg Drive, in the County of Greenville, State of South Carolina, and having, according to a plat entitled, "Survey for M W S Properties, A South Carolina General Partnership", prepared by Carolina Surveying Co., dated August 23, 1984, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-W, at Page 94, on September 6, 1984, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western edge of the right of way for South Pleasantburg Drive, at the joint corner of the property herein described and property now or formerly of Fairway Properties, and running thence with the line of Fairway Properties, S. 84-22 W. 250 feet to an iron pin; thence N. 5-28 W. 125 feet to an iron pin in the line of other property now or formerly of Robert H. Yeargin; thence with the line of other property now or formerly of Robert H. Yeargin, N. 84-22 E. 250 feet to an iron pin on the Western edge of the right of way for South Pleasantburg Drive; thence with the Western edge of said right of way, S. 5-28 E. 125 feet to the point of beginning.

Together with all of the right, title and interest of the Mortgagor in and to that certain non-exclusive easement twenty-five (25') feet in width along the rear of the within described property.

This is the identical property conveyed to the Mortgagor herein by deed of Robert H. Yeargin, dated September 5, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1221, at Page 175, on September 6, 1984.

which has the address of S. Pleasantburg Drive, Greenville, South Carolina 29607 ("Property Address");

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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R.M.C.

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