

RETURN TO:

S. C.

PM '82

# MORTGAGE

BOOK 1574 PAGE 109

THIS MORTGAGE is made this 30th day of June 1982, between the Mortgagor, Thayer Fleming Crumrine Company (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is P. O. Box 2259 Jacksonville, Florida 32232 (herein "Lender").

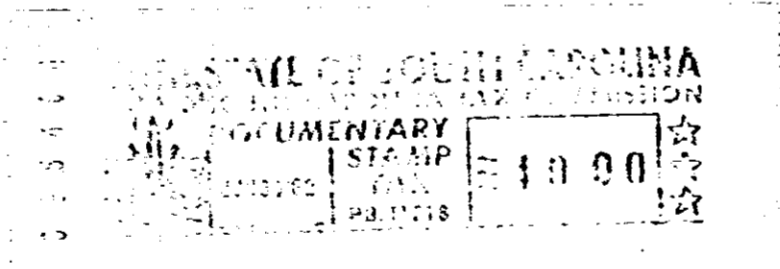
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2012.

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 tract of land, located, lying and being in the City and County of Greenville, State of South Carolina, being known and designated as Lot No. 10 of Collins Creek, Section Two, as shown on plat prepared by C. O. Riddle, dated July 30, 1979, recorded in the Greenville County RMC Office in Plat Book 7-C at page 57 and having according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the Northeastern side of the right of way of Cleveland Street, at the joint front corner of Lots 9 and 10 and running thence along said right of way N 62-13 W 82.83 feet to a point; thence continuing along said right of way N 64-09 W 67.15 feet to a point at the joint front corner of Lots 10 and 11; thence, running along the joint line of said lots N 23-54 E 250.0 feet to a point at the joint rear corner of Lots 10 and 11; thence running S 63-12 E 166.92 feet to a point at the joint rear corner of Lots 9 and 10; thence running along the joint line of said lots S 27-47 W 250.0 feet to a point at the joint front corner of Lots 9 and 10, on the northeastern side of the right of way of Cleveland Street, the point of beginning.

This being the same property conveyed to mortgagors herein by deed dated and recorded simultaneously herewith in Book 1169 at page 476, by Academy Rental Company, Inc.



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which has the address of 2057 Cleveland Street Greenville S. C. 29607 (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 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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