

MORTGAGE

36. 1519-371

FILED GREENVILLE S.C.

THIS MORTGAGE is made this 3rd day of August 1983, between the Mortgagor, Hendricks Properties, Inc., a South Carolina corporation, (herein "Borrower"), and the Mortgagee, HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Thousand and no/100 (\$200,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 3, 1983 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1993

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, with all improvements thereon, or hereafter constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, being shown and designated as Lots Nos. 4, 5 and 6 as shown on plat of property of W. S. Gresham Estate, prepared by Lewis C. Godsey, dated June 17, 1957, and recorded in the RMC Office for Greenville County in Plat Book RR at Page 27, and when described as a whole, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of W. Georgia Road at the joint front corner of Lots Nos. 3 and 4 and running thence with the Southerly and Easterly edge of W. Georgia Road, the following metes and bounds, to wit: S. 84-25 E., 106.5 feet to an iron pin; thence S. 73-39 E., 73.3 feet to an iron pin; thence S. 58-10 E., 53.7 feet to an iron pin; thence S. 44-35 E., 50 feet to an iron pin; thence S. 26-02 E., 50 feet to an iron pin at the joint front corner of Lots Nos. 4 and 5; thence continuing with W. Georgia Road S. 23-20 E., 155 feet to an iron pin at the joint front corner of Lots Nos. 6 and 7; thence with the joint line of said Lots S. 72-35 W., 181 feet to an iron pin; thence N. 23-20 W., 185 feet to an iron pin; thence S. 52-55 W., 69.6 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence with the joint line of said lots N. 27-20 W., 88.8 feet to an iron pin; thence continuing with the joint line of said Lots N. 2-00 E., 129 feet to the beginning corner.

THIS being a portion of the property conveyed to the Mortgagor herein by deed of Ralph S. Hendricks dated July 7, 1983 and recorded in the R.M.C. Office for Greenville County, South Carolina on July 29, 1983 in Deed Book 1193 at Page 270.

which has the address of Village Plaza West Simpsonville South Carolina 29681 (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 an integral part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the land, if the Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to 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 and all exceptions, liens, and encumbrances listed in a schedule of exceptions to coverage in any title insurance policy issued by Lender's title insurance agent.

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