

RECORDED

RECORDING FEE

PAID \$ 3.50

5,328,937 958

### MORTGAGE

THIS MORTGAGE is made this 28th day of April, 1975, between the Mortgagor, White Horse Company, a Partnership

(herein "Borrower") and the Mortgagee, Security Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is E. Camperdown Way, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and No/100 (\$80,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 10, 1990

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 containing 1 acre, more or less, situate, lying and being on the Northeasterly side of White Horse Road near the City of Greenville, County of Greenville, State of South Carolina, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 609 at page 508 and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the Easterly margin of White Horse Road, said point being located North 41° 45' West 1539.20 feet from the Northerly margin of Commerce Road; thence with the Easterly margin of White Horse Road in two courses: (1) North 41° 45' West 78.80 feet to a point, (2) thence with a curve to the right with a radius of 2254.51 feet 101.295 feet to a point; thence North 50° 49' 27" East 250.00 feet to a point in the Westerly right of way line of Piedmont and Northern Railway's service track "A"; thence in a Southeasterly direction with the Piedmont and Northern Railway service track "A" right of way in two courses: (1) following a curve to the left with a radius of 2004.51 feet 90.062 feet to a point, (2) South 41° 45' East 78.80 feet to a point; thence South 48° 15' West 250.00 feet to the point of beginning.

**ALSO:**

All right, title and interest of the Mortgagor herein as is vested in it under the terms and provisions of that certain encroachment agreement executed by and between Piedmont and Northern Railway Company and United Biscuit Company of America (now by change of name Keebler Company), dated March 9, 1960, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 647 at page 463.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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