

# MORTGAGE

THIS MORTGAGE is made this 14th day of October, 1980, between the Mortgagor, **GATEWOOD BUILDERS, INC.** (herein "Borrower"), and the Mortgagee, **GREER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

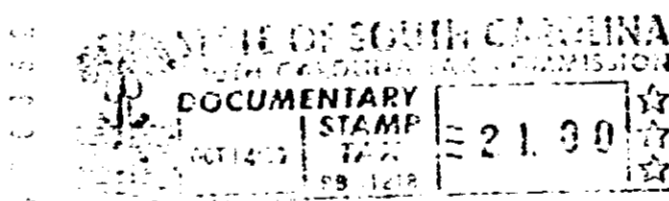
WHEREAS, Borrower is indebted to Lender in the principal sum of **Fifty-Two Thousand Five Hundred and No/100 (\$52,500.00)** Dollars, which indebtedness is evidenced by Borrower's note dated **October 14, 1980** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **April 1, 2010**.

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 piece, parcel or lot of land situate, lying and being on the Western side of Burgoyne Court, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 191 of a Subdivision known as Canebrake II, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 69, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Burgoyne Court, at the joint front corner of Lots Nos. 190 and 191, and running thence S. 60-17 W. 125.3 feet to an iron pin in the rear line of Lot No. 207; running thence with the joint line of Lots Nos. 191, 206 and 207 N. 18-10 W. 169 feet to an iron pin at the joint rear corner of Lots Nos. 191 and 192; running thence with the joint line of said Lots S. 70-14 E. 167.77 feet to an iron pin on the Western side of Burgoyne Court; running thence with the Western side of said Court which line is curved, the chord of which is S. 4-58 E. 41.85 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by College Properties, Inc. by Deed recorded simultaneously herewith.



which has the address of **Burgoyne Court, Canebrake II, Greer,** (Street) (City)  
**South Carolina 29651** (herein "Property Address"); (State and Zip Code)

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.