

GREENVILLE, S.C.

MAY 1 2 30 PM '81

DONALD W. WYERSLEY
R.M.C.

BOOK 1530 PAGE 904

MORTGAGE

THIS MORTGAGE is made this 27th day of April 1981 between the Mortgagor, Legal Services Agency of Western Carolina, Inc. (herein "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of the United States of America whose address is P. O. Drawer 969, Greenville, SC 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Nineteen Thousand, Three Hundred Sixty-Three and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1986

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 in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being at the intersection of Pendleton Street and Augusta Street and having, according to a survey by Dalton & Neves, Engineers, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Augusta Street, which point is the southwest corner of a brick wall and is 116.2 feet west of the intersection of Pendleton Street and Augusta Street, and running thence along the western edge of said brick wall N. 33-40 W. 71.65 feet to a point on the southern side of Pendleton Street; thence with the southern side of Pendleton Street N. 71-30 E. 116 feet to a point at the corner of the intersection of Pendleton Street and Augusta Street; thence across the corner of said intersection S. 34-44 E. 10.8 feet to a point in said intersection and on the northern side of Augusta Street S. 41-06 W. 116.2 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of Sarah P. Patten recorded in the R.M.C. Office for Greenville County, South Carolina, on February 24, 1981 in Deed Volume 1193 at Page 198.

It is agreed that the terms and conditions of the commitment letter from the mortgagee to the mortgagor dated February 11, 1981 as amended by letter of the mortgagee on March 27, 1981 shall be complied with as soon as possible by the mortgagor. No funds will be disbursed until all of the terms and conditions of the commitment letter are satisfied. Subsidy through Downtown Development Loan Pool of 4% over the term of the note shall be applied to the interest herein, resulting in the Borrower being billed at a rate of South Carolina National Bank prime minus 5% as prime changes monthly on the first of each month.

which has the address of _____ (Street) _____ (City) _____ (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.

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