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LENDING

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GREENVILLE CO. S.C.  
MAR 15 10 40 AM '84

VOL 1852 PAGE 144

# MORTGAGE

THIS MORTGAGE is made this 12th day of March 1984, between the Mortgagor, R.M.C. Yin Yang Partnership (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred, Thirty-one Thousand, Two Hundred-fifty and 00/100 (\$131,250.00) dollars, which indebtedness is evidenced by Borrower's note dated March 12, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1991

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, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as a 0.229 acre tract on a plat entitled "Property of Cleveland Court Joint Venture" prepared by Dalton & Neves Co., Engineers dated February, 1983 and revised November, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 10A at Page 92, and having according to a more recent plat by Dalton & Neves dated February 16, 1984, the following metes and bounds, to-wit:

BEGINNING at a point along the southern edge of the right-of-way of Cleveland Street and running thence along the southern edge of the right-of-way of Cleveland Street S. 45-36 E. 21.12 feet to a point; thence running along other property of the Grantor herein S. 63-09 W. 42.4 feet to a point; thence N. 52-55 W. 60.58 feet to a point; thence S. 61-31 W. 86.25 feet to a point; thence S. 28-19 E. 650 feet to a point; thence S. 61-41 W. 56.4 feet to a point; thence S. 11-20 E. 43.96 feet to a point along property now or formerly of Camperdown Co., Inc.; thence N. 57-54 W. 62.1 feet to a point; thence N. 61-41 E. 95.9 feet to a point; thence N. 28-19 W. 55 feet to a point; thence S. 61-41 W. 25 feet to a point; thence N. 32-06 W. 22.4 feet to a point; thence S. 69-59 W. 45 feet to a point; thence N. 57-54 W. 15 feet to a point; thence N. 66-36 E. 87.36 feet to a point; thence S. 57-54 E. 8.55 feet to a point; thence N. 32-06 E. 53.85 feet to a point; thence N. 37-05 E. 23 feet to a point; thence S. 52-55 E. 110.2 feet to a point; thence N. 63-09 E. 25.1 feet to a point along the southern edge of the right-of-way of Cleveland Street, the point of BEGINNING.

Also all the mortgagors right, title and interest in and to those certain Easement and Party Wall Agreements dated March 15, 1983, and recorded in Deed book 1187 at page 74 and dated March 31, 1983 and recorded in Deed book 1188 at page 10 and to mortgagors rights in and to the covered walkways as shown on said plat.

This being the same property conveyed to the mortgagor herein by deed of Cleveland Court Joint Venture dated February 22, 1984 and recorded in the R. M. C. Office for Greenville County, South Carolina on March 15, 1984 in Deed book 1208 at Page 113. Professional Park on which has the address of Cleveland, 3-A Cleveland Court (Street) Greenville, SC. 29607 (City) (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 seized 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.

GCTO -----3 MR15 84 025 4.00CD

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
MAR 15 1984  
52.52

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