

Mortgagee's Address: 915 South Clinton Street, Fort Wayne, Indiana 46801

MORTGAGE

BOOK 1438 PAGE 443

FILED
GREENVILLE CO. S. C.

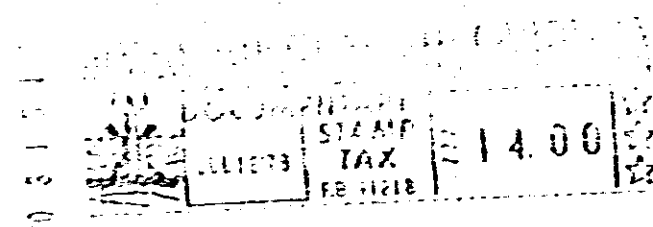
THIS MORTGAGE is made this 17 day of July 1978, between the Mortgagor, Jeffrey A. Roche and Asenath A. Roche (herein "Borrower"), and the Mortgagee, Bank and Trust Company, a corporation organized and existing under the laws of the State of Indiana, whose address is 915 South Clinton Street, Fort Wayne, Indiana 46801 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated July 17, 1978 (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, 1978

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 unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 12 of Trentwood Horizontal Property Regime as is more fully described in Master Deed dated October 16, 1974, and recorded in the RMC Office for Greenville County in Deed Book 1008 at Page 527 and survey and plot plan recorded in Plat Book 5H at Page 48, as amended by Amendment dated June 2, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1038 at Page 140, and as further amended by Second Amendment dated June 30, 1978 recorded in the RMC Office for Greenville County in Deed Book 1082 at Page 742, and survey and plot plan by Enwright Associates Inc. dated June 20, 1978, recorded in Plat Book 6P at Pages 64 and 65.

This is the same property conveyed to Jeffrey A. Roche and Asenath A. Roche by deed of Cunningham and Summers Associates, a General Partnership by deed dated July 13, 1978 and recorded herewith in the RMC Office for Greenville County, S. C.



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NOT RECORDED

which has the address of 12 Trentwood, Holly Tree Plantation, Simpsonville, S. C. 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 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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