

GREENVILLE CO. S.C.  
NOV 13 9 50 AM '78  
L. E. S. TANTON, JR.  
REC'D

# MORTGAGE

THIS MORTGAGE is made this 9th day of NOVEMBER 1978, between the Mortgagor, ROSAMOND ENTERPRISES, INC. (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

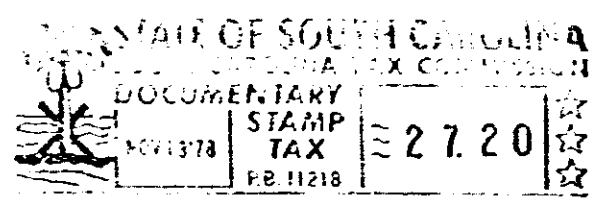
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-EIGHT THOUSAND AND NO/100 (\$68,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated NOVEMBER 9, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2008

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 lot of land situate on the southern side of Holly Park Drive in the County of Greenville, State of South Carolina, being shown as Lot 126 on a plat of the property of HOLLY TREE PLANTATION, PHASE II, SECTION III-B, dated April 20, 1978, prepared by Piedmont Surveyors, recorded in Plat Book 6-H at page 41 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Holly Park Drive at the joint front corner of Lot 125 and 126 and running thence with Lot 125, S 32-33 W 160.45 feet to an iron pin at the corner of Lots 125, 124 and 126; thence with Lot 124, S 55-49 W 60 feet to an iron pin at the joint rear corner of Lot 126 and Lot 127; thence with Lot 127, N 4-26 W. 189.55 feet to an iron pin on Holly Park Drive; thence with Holly Park Drive the following courses and distances: N 79-00 E 25 feet, S 88-51 E 50 feet, S 77-18 E 50 feet, S 65-00 E 29.7 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagor herein by deed of Franklin Enterprises, Inc. of even date to be recorded herewith.



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which has the address of Lot 126, Holly Park Drive, Greenville, South Carolina (Street) (City) (State and Zip Code) (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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