

FILED
GREENVILLE CO. S. C.
JUN 22 11 01 AM '79
DONNIE S. TANKERSLEY
H. U. C.

MORTGAGE

THIS MORTGAGE was made this 14th day of June 1979, between the Mortgagor, ASSOCIATED BUILDERS & DEVELOPERS, 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").

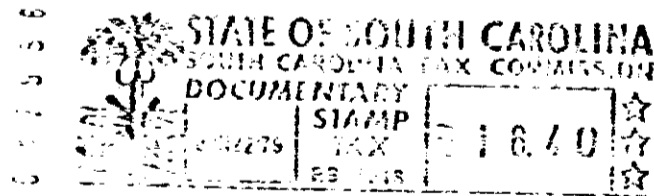
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Nine Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated June 14th, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on November 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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the northwestern side of Brentwood Way, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 169 on a plat of BRENTWOOD, SECTION III, made by Piedmont Engineers and Architects, Surveyors, dated November 15, 1973, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D, page 42, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Brentwood Way at the joint front corners of Lots No. 169 and 168 of Section IV, and running thence with the common line of said lots, N. 19-00 W., 150.2 feet to an iron pin; thence N. 70-58 E., 105 feet to an iron pin at the joint rear corners of Lots Nos. 81 and 169; thence with the common line of said lots, S. 18-59 E., 150.2 feet to a point on Brentwood Way; thence with the northwestern side of Brentwood Way, S. 70-57 W., 105 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of Rackley, Builder-Developer, Inc., to be recorded simultaneously herewith.



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which has the address of Brentwood Way Simpsonville, South Carolina 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".

3.5001

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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