

FILED
GREENVILLE CO. S. C. **MORTGAGE**

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THIS MORTGAGE is made this 3 day of August, 1979, between the Mortgagor, Toy Street Properties, a General Partnership and Toy Street Investments, a General Partnership (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-Three Thousand and No/100 (\$43,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 3, 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 August 1, 1999.

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:

Parcel A
~~ALL that piece~~, parcel or lot of land, together with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Western side of Toy Street and being shown and designated as Lot 5 1/2 of plat entitled "Boyce Lawn Addition", recorded in the RMC Office for Greenville County in Plat Book A, at Pages 178 and 179, also shown on a plat entitled "Lot 5 1/2 Property of Toy Street Properties", dated August 2, 1979, prepared by Freeland and Associates, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Toy Street, at the joint corner of this lot and Lot 10, and running thence with the common line of said lots, S. 68-57 W., 150.64 feet to an iron pin at the joint rear corner of this lot and Lot 10; running thence N. 15-18 W., 64 feet to an iron pin at the joint rear corner of this lot and Lot 5; running thence with the joint line of said lots, N. 72-45 E., 150.25 feet to an iron pin on Toy Street; running thence with Toy Street S. 15-00 E., 54 feet to an iron pin, the point of beginning.

Parcel B
~~ALSO all that piece~~, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Western side of Toy Street, and being known and designated as Part of Lot 10, on a plat entitled "Boyce Lawn Addition", recorded in the RMC office for Greenville County in Plat Book A, at Pages 178 and 179, also shown on a plat entitled "Part Lot 10, Property of Toy Street Investments", dated August 2, 1979, prepared by Freeland & Associates, and having according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Toy Street, at the joint front corner of this lot and a fifteen-foot alley, and running thence along the common line of this lot and said fifteen-foot alley S. 65-00 W., 91.52 feet to a railroad spike; running thence N. 15-00 W., 60.33 feet to an iron pin in line of Lot 5 1/2; running thence N. 68-57 E., 90.64 feet to an iron pin on the Western side of Toy Street; running thence along Toy Street, S. 15-00 E., 54.0 feet to an iron pin on Toy Street, the point of beginning.

As to Parcel A-This is the same property conveyed to Toy Street Properties, a General Partnership by deed of Lucy King Shearer, et al recorded in the Greenville County RMC Office in Deed Book 1015 at Page 789, on the 20th day of March, 1975.

As to Parcel B- This is part of lot 10, Pettigru Properties, General Partnership Deed Book 1094 Page 885 Recorded January 5, 1979.

which has the address of 111 Toy Street, Greenville, South Carolina 29601
[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 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.

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