

GREENVILLE CO. S.C.

2001 1444 220

MORTGAGE

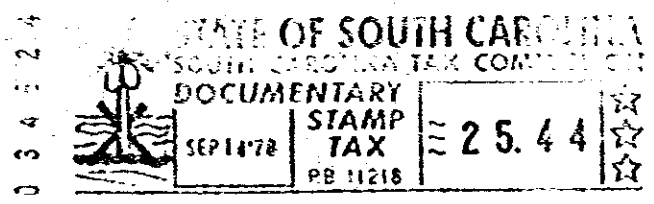
THIS MORTGAGE is made this 11th day of September, 1978, between the Mortgagor, NELSON & PUTMAN BUILDERS, A PARTNERSHIP (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 1268 Greenville, S.C., 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty three thousand six hundred & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 11, 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 March 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 38, on plat of HOLLY TREE PLANTATION, PHASE II, SECTION II, made by Piedmont Engineers and Architects, Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5-D, Pages 47 and 48, and having, according to said plat the following metes and bounds description.

BEGINNING at an iron pin on northern side of Holly Tree Lane, joint front corner of Lots 38 and 39; thence with joint line of said lots, N. 23-01 W., 160 feet to an iron pin, joint rear of Lots 38 and 39; running thence with line of Lot 38, S. 66-59 W., 135 feet, joint rear of Lots 37 and 38; thence running with line of said lots, S. 23-01 E.,



160 feet to an iron pin, northern side of Holly Tree Lane; thence with Holly Tree Lane, N. 66-59 E, 135 feet to the point and place of beginning.

This being the same property conveyed to Mortgagor by Deed of Holly Tree Plantation, a Limited Partnership, dated September 11, 1978, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1087 at Page 347.

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which has the address of _____, _____ (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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