

1978 10 16 MORTGAGE

THIS MORTGAGE is made this 14th day of September 1978 between the Mortgagor, A. Y. 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").

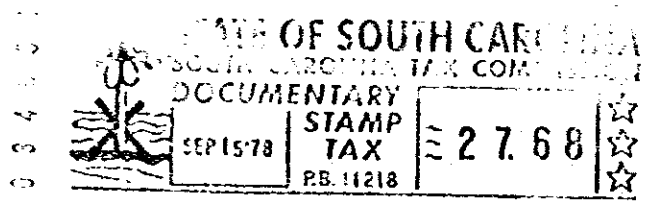
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty nine thousand two hundred & 00/100 (\$69,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of 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 as Lot No. 27, on plat of Holly Tree Plantation, Phase II, Section II, dated January, 1974, and filed in the R.M.C. Office for Greenville County in Plat Book 5-D at page 47, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots No. 27 and 28 and running thence with said line S. 88-00 E. 170 feet to an iron pin; thence running along the rear line of Lot No. 27, S. 14-46 E. 85.60 feet to an iron pin; thence running along the line of Lots Nos. 27 and 26, S. 53-00 W. 170 feet to an iron pin at the edge of Pecan Hill Drive, thence with the curvature of said road the following courses and distances: N. 42-5 W. 13.27 feet; thence N. 32-40 W. 34.75 feet; thence N. 21-40 W. 40.78 feet; thence N. 11-57 W. 42.00 feet; thence N. 5-04 W. 42.20; thence N. 4-34 E. 27.00 feet to the point of BEGINNING.

This being the same property conveyed to Mortgagor by deed of HOLLY TREE PLANTATION, A LIMITED PARTNERSHIP, dated September 13, 1978 and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1087 at Page 378.



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which has the address of Lot 27, Pecan Hill Drive, Holly Tree (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 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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