

FILED  
GREENVILLE CO. S.C.

1449 853

# MORTGAGE

THIS MORTGAGE is made this 10th day of November, 1978, between the Mortgagor, Nelson & Turner Homebuilders, a 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 One Hundred Thirty-Eight Thousand Five Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated November 10, 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.....;

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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot 3, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book 6H at Page 17. Reference is hereby made to said plat for a metes and bounds description.

Being a portion of the same property conveyed to the Mortgagor herein by deed of Comfortable Mortgages, Inc. dated September 12, 1978 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1091 Page 627.

All that certain piece, parcel or lot of land located in the County of Greenville, South Carolina, and being known and designated as Lot 4, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book 6H, Page 17. Reference is hereby made to said plat for a metes and bounds description.

Being a portion of the same property conveyed to the Mortgagor herein by deed of Comfortable Mortgages, Inc. dated September 12, 1978 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1091 Page 626.

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot 5, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book 6H, Page 17. Reference is hereby made to said plat for a metes and bounds description.

Being a portion of the same property conveyed to the Mortgagor herein by deed of Comfortable Mortgages, Inc. dated September 12, 1978 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1091 Page 625.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP TAX \$ 55.40

which has the address of Lots 3, 4, & 5, Harness Trail, Heritage Lakes, Greenville, S. C. (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 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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