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GREENVILLE CO. S. C.  
JAN 5 9 34 AM '73  
DONNIE S. TANKERSLEY  
R.M.C.

1454 481

MORTGAGE

THIS MORTGAGE is made this 5th day of January 1979, between the Mortgagor, Bob Maxwell Builders, 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 One Hundred Twenty-Four Thousand Four Hundred and No/100ths (\$124,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1979 (herein "Note") providing for monthly payments of principal and interest with the balance of the principal and interest to be paid on July 1, 1980, the method of payment being provided for in said Note, which if not sooner paid shall be due and payable on July 1, 1980.

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:

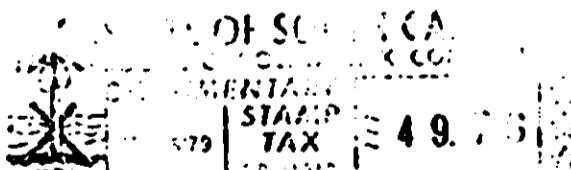
All that piece, parcel or lot of land situate, lying and being on the southern side of Gray Fox Square in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 120 on a plat entitled "Gray Fox Run" made by C. O. Riddle, R.L.S., on November 6, 1975 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 9, and revised on March 4, 1976, said revised plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Gray Fox Square at the joint front corner of Lots Nos. 120 and 121 and running thence with the joint line of said lots S. 45-11 E. 125.8 ft. to an iron pin; thence S. 61-31 W. 73.1 ft. to an iron pin; thence N. 28-29 W. 130 ft. to an iron pin; thence with the southeastern side of Gray Fox Square S. 61-31 W. 45 ft. to a point; thence S. 53-10 W. 65 ft. to the point of beginning.

ALSO

All that piece, parcel or lot of land situate, lying and being on the southern side of Gray Fox Square in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 127 on a plat entitled "Gray Fox Run" made by C. O. Riddle, R.L.S., on November 6, 1975 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 9, and revised on March 4, 1976, said revised plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said plat, the following metes and bounds, to-wit:

(See attached Rider)



which has the address of Lots 120, 127 & 128, Gray Fox Run, Greenville South Carolina (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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