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GREENVILLE CO. S. C.

BOOK 1498 PAGE 96

# MORTGAGE

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DONN BANKERSLEY

THIS MORTGAGE is made this 14th day of March 1980, between the Mortgagor, 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").

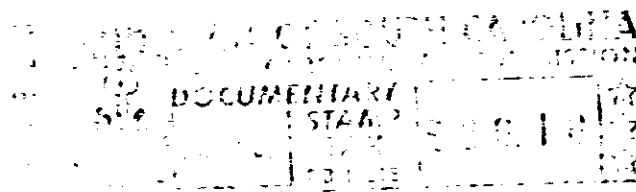
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1981;

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 in the County of Greenville, State of South Carolina, on the Southern side of Plantation Drive, being known and designated as Lot No. 92 as shown on a plat of Holly Tree Plantation, Phase III, Section 1, Sheet 2, recorded in the RMC Office for Greenville County in Plat Book 6-H at Page 75, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Franklin Enterprises, Inc. dated March 14, 1980, to be recorded herewith.

Construction period of 6 months will be allowed during which time interest will accrue on sums advanced. At the end of the construction period, all accrued interest will be due, and interest only payments will commence on October 1, 1980. Interest only payments will be made for a period of 12 months from October 1, 1980, to October 1, 1981, at which time entire principal and any unpaid interest will be due in full.



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which has the address of Lot 92, Plantation Drive Simpsonville, 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 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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