

FILED  
GREENVILLE CO. S. C.

VOL 1402 PAGE 641

# MORTGAGE

APR 10 11 34 AM '79  
DONNIE S. TANKERSLEY  
R.H.C.

THIS MORTGAGE is made this 5th day of APRIL, 1979, between the Mortgagor, FURMAN COOPER BUILDERS (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").

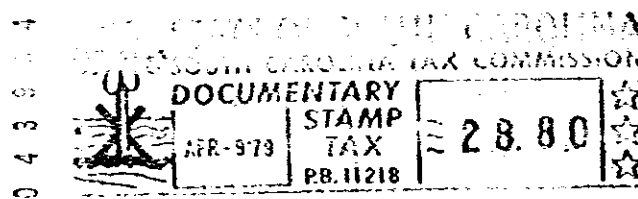
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-TWO THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot no. 89 on plat of HOLLY TREE PLANTATION, SECTION III, recorded in the RMC Office for Greenville County in plat book 6H at page 81 and also on plat of survey for Furman Cooper Builders, dated March 19, 1979, prepared by Century Land Surveying Co. and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sagramore Lane, joint corner of lots 90 and 89 and running thence N. 49-28 W., 328.67 feet to an iron pin; thence turning and running N. 41-52 E., 115.2 feet to an iron pin; thence N. 47-58 E., 25.0 feet to an iron pin; thence turning and running along the common line of lots 89 and 88, S. 52-06 E., 297.62 feet to an iron pin at the joint front corner of lots 89 and 88; thence with said Sagramore Lane as follows: S. 28-01 W., 89.08 feet to an iron pin; thence S. 34-08 W., 44.84 feet to an iron pin; thence still with said Sagramore Lane, S. 37-33 W., 22.1 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Camelot, Inc., to be recorded of even date herewith,



which has the address of Lot 89, Sagramore Lane, Simpsonville, SC (City) (State and Zip Code) (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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