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GREENVILLE Box 1268, Greenville, S. C. 29602

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MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 24th day of April 1979, between the Mortgagor, Devenger Road Land Company, 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").

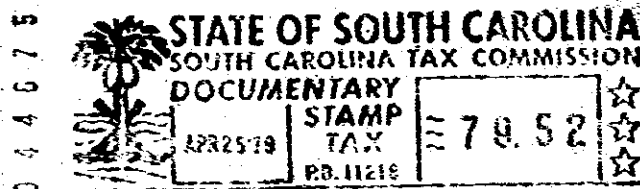
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Ninety eight Thousand Seven Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on twelve months from date.

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 _____, State of South Carolina:

All that piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, shown as 9.52 acres on plat of Devenger Place, Section No. 10, recorded in Plat Book 7 C at page 6 and having such courses and distances as will appear by reference to said plat.

Being a portion of the property conveyed by Bankers Trust of South Carolina as Executor and Trustee under the Will of Fred H. Hudson recorded September 26, 1978 in Deed Book 1088 at page 618.

The mortgagee agrees to release individual lots on the basis of \$8,100.00 paid toward principal for each lot so released.



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which has the address of Devenger Place, Section 10, Greer, S. C. (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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