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SOUTH CAROLINA

JUL 2 10 38 AM '79

JOHN W. HENNERSLER
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 6th day of July 1979, between the Mortgagor, Thomas P. Hartness (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").

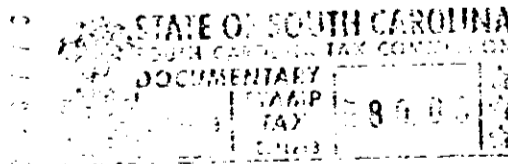
WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 6, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2009

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 tract of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the western side of Smith Road, containing 33.48 acres, more or less, according to a plat thereof entitled "Property of T.P. Hartness" dated April 2, 1979, prepared by James Ralph Freeland, R.L.S., recorded in the RMC Office for Greenville County in Plat Book 7-I at page 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Smith Road at the northeastern corner of property now or formerly owned by Rocky Creek Realty Co., said point being approximately 787.3 feet north of S. C. Highway #14; and thence leaving the center of Smith Road and running with the line of said Rocky Creek Realty Co. property, N. 70-47 W., through a concrete monument at 30 feet for a total distance of 475.8 feet to a concrete monument; thence continuing with the line of said Rocky Creek Realty Co. property, S. 30-51 W., 387.3 feet to a concrete monument; thence continuing with said Rocky Creek Realty Co. property, S. 89-03 W., 67 feet to a concrete monument; thence continuing with the line of said Rocky Creek Realty Co. property, N. 47-56 W., 925 feet to an iron pin; thence with the line of other property of the mortgagor, N. 22-16 E., 557.1 feet to an iron pin; thence continuing with the line of other property of the mortgagor, N. 71-03 E., 1,338.7 feet to a point in the center of Smith Road; thence with the center line of Smith Road as the property line, the following courses and distances: S. 6-31 W., 318.7 feet; S. 1-56 W., 354.8 feet; S. 2-11 W., 722.3 feet to the point of beginning.

Derivation: part of property acquired from Rocky Creek Realty Company by deed recorded 2-10-77 in Deed Book 1050, page 314.



which has the address of Smith Road Greenville (Street) (City) South Carolina 29607. (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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