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MORTGAGE

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THIS MORTGAGE is made this 9th day of July, 1979, between the Mortgagor, FOOTHILLS DELTA P., INC., (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington, Greenville, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty four thousand & 00/100 (\$84,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 9, 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 April 1, 2005.

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 with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 59, PHASE II, SECTION II, on plat of HOLLY TREE PLANTATION, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5D at Page 48, with said lot having the following metes and bounds description.

BEGINNING at an iron pin on the northeastern side of Holly Tree Lane, joining front corner of Lots 58 & 59. Running thence with the joint line of said lots, N. 65-35 E., 198.52 ft. to a point; thence S. 36-40 E., 65 ft. to a point, joint rear of Lots 59 & 60; thence with joint line of said lots, S.30-09 W., 159.75 ft., to a point on the northeastern side of Hollyleaf Court; thence with Hollyleaf Court the following: S. 89-14 W., 35 ft; S. 49-38 W., 33.15 ft. & N. 86-00 W., 28.05 ft., to a point at the intersection of Hollyleaf Court and Holly Tree Lane. Thence with Holly Tree Lane the following: N. 44-12 W., 37.25 ft; N. 2-24 W., 5 ft.; N. 10-00 W., 50 ft. and N. 19-00 W., 50 ft., the point and place of beginning.

This being the same property conveyed to mortgagor by deed of HOLLY TREE PLANTATION, A LIMITED PARTNERSHIP, dated April 24, 1979 and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1101 at Page 265.

which has the address of Lot 59 Holly Tree (Street) (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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