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**MORTGAGE**

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THIS MORTGAGE is made this 3rd day of July 1980, between the Mortgagor, ROCKWOLD DEVELOPERS, LIMITED PARTNERSHIP (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

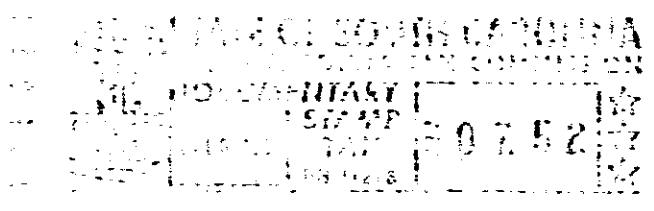
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand Seven Hundred Fifty and No/100 (\$18,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 3, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 3, 1983.

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 on Altamont Court in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 4 on a plat entitled "Rockwold, Phase I", prepared by Freeland & Associates, dated February 19, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 7X at page 21, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Altamont Court at the joint front corner of Lots Nos. 1 and 4, and running thence with the line of Lot No. 1 S. 31-36 E. 88.8 feet to an iron pin; thence N. 52-47 E. 257.8 feet to a point in the center of a creek, the line of Lot No. 5; thence with the center of said creek as the line, having a traverse line of N. 43-08 W. 158.6 feet to a point; thence continuing with the line of Lot No. 5 S. 53-30 W. 56 feet to an iron pin; thence S. 37-20 W. 112.4 feet to an iron pin on the cul-de-sac of Altamont Court; thence with the curve of said cul-de-sac, the chord of which is S. 22-23 W. 79.3 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Harry R. Stephenson, et al., dated December 29, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1094 at page 584 on December 29, 1978.



which has the address of Altamont Court, Greenville, 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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