

FILED
GREENVILLE CO. S. C.
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MORTGAGE

THIS MORTGAGE is made this 19th day of November, 1976, between the Mortgagor, Holiday Enterprises, Inc., James Ralph Rochester and Melba Hughey Rochester (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand and No/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on B years 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 GREENVILLE, State of South Carolina:

"ALL that piece, parcel or lot of land situate, lying and being in Greenville County, Greenville Township, and State of South Carolina, and designated as Lot No. 11 on plat of property of L. A. Whitire Estate, made by W. J. Riddle in August, 1949 and recorded in the RMC Office for Greenville County in Plat Book Y at page 87 and according to said plat having the following metes and bounds: BEGINNING at an iron pin on the North side of U. S. Highway, Alternate Route No. 13, at joint front corner of Lots 10 and 11, and running thence along line of Lot 10, N 3-11 W 200 feet to an iron pin on the South side of a 25-foot alley; thence along the South side of said alley S 85-15 W 100 feet to an iron pin; thence along line of Lot 12, S 3-11 E 200 feet to an iron pin on the North side of said U. S. Highway Alternate Route 13; thence along the North side of said highway N 85-15 E 100 feet to the BEGINNING corner." Highway 13 is now known as Highway 123.

This is the identical property conveyed to Holiday Enterprises, Inc. by James Rochester Co., Inc. by deed dated July 3, 1967, recorded May 6, 1968, in Book of Deeds 843 at page 443 in the RMC Office for Greenville County, South Carolina.

ALSO:

"ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of U. S. Highway 123, Greenville Township, being shown and designated as Lots 12, 13 and 14 as shown on plat recorded in Plat Book Y at page 87 and the adjoining lot designated as Lot No. 137 as shown on plat recorded in Plat Book KK at page 107 and when described as a whole contains the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern intersection of U. S. Highway 123 and River View Drive and running thence along the Eastern side of River View Drive North 3-21 West 200 feet to an iron pin on a 36-foot alley; thence with the Southern side of said alley the following courses and distances: North 81-29 East 86 feet, North 83-01 East 100 feet, North 84-01 East 100 feet, North 84-33 East 100 feet to an iron pin at the rear corner of Lots No. 11; thence with the line of Lot No. 11 South 3-11 West 200 feet to an iron pin on the Northern right-of-way of U. S. Highway 123; which has the address of Highway 123, Easley, S. C. 29640 (see attached rider). (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.

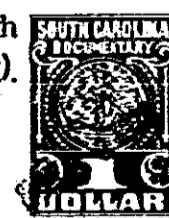
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