

GREENVILLE CO. S.C.
213 9 5L 1111
WEST WASHINGTON
BLVD.

MORTGAGE

THIS MORTGAGE is made this 14th day of September 1978, between the Mortgagor, H. C. Berry and Ellen G. Berry (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").

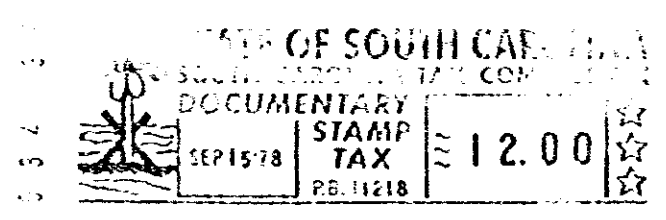
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2003;

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 in Oaklawn Township, Greenville County, State of South Carolina, containing approximately 10.44 acres, and having, according to plat made by Dalton & Neves Company, Engineers, dated June, 1973, revised July, 1973, recorded herewith in the R.M.C. Office for Greenville County in Plat Book 4Z, at Page 76, the following metes and bounds, to-wit:

BEGINNING at a point in the County Road approximately 4500 feet, southwest of the intersection of said County Road and Georgia Road and running N. 74-59 W. 33 feet to an iron pin on the northwestern edge of said road; thence, N. 74-59 W. 1709.7 feet to an iron pin; thence, S. 24-51 E. 738.3 feet to an iron pin; thence, N. 76-00 E. 808.8 feet to an iron pin; thence, N. 43-58 E. 110 feet to an iron pin; thence, S. 67-05 E. 406.5 feet to an iron pin on the northwestern edge of County Road; thence, S. 67-05 E. 30 feet to a point in County Road; thence with said road, N. 43-58 E. 158 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of John P. Painter, dated September 11, 1973, as more fully appears in the RMC Office for Greenville County, S.C., in Deed Book 983, at Page 714.



which has the address of Route 3, Box 58-A Pelzer South Carolina 29669 (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.

GCTO --- 1 SE15 78 1408

7.5001

15 12 10

4328 RV-2