

GREENVILLE CO. S. C.

MORTGAGE

Mailing Address: PO Bx 1268 Greenville, SC 29602

BOOK 1444 PAGE 322

SEP 15 3 52 PM '78

DENNIS S. TANNER

THIS MORTGAGE is made this 15th day of September 1978, between the Mortgagor, THREATT ENTERPRISES, INC. (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 SEVENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 (\$79,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 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 March 1, 1980

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 lot of land situate on the northern side of Gray Fox Square being shown as Lot No. 90 on a plat of Gray Fox Run Sub-division, Section I dated November 6, 1973, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 5-P at page 16 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Gray Fox Square at the joint front corner of Lot 90 and Lot 91 and running thence with Lot 91 N 12-38 W 224.8 feet to an iron pin on Cane Creek; thence with Cane Creek N 71-54 E 127.8 feet to an iron pin at the joint rear corner of Lot 88 and Lot 90; thence with Lot 88 S 15-34 E 103.5 feet to an iron pin at the joint rear corner of Lot 88 and Lot 89; thence with Lot 89 S 2-03 W 151.2 feet to an iron pin on Gray Fox Square; thence with said square S 84-59 W 95 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor, Threatt-Maxwell Enterprises, Inc. by deed of Clyde N. Strange, recorded on November 13, 1974 in Deed Book 1010 at page 243 in the RMC Office for Greenville County.

The mortgagor herein is the legal successor to Threatt-Maxwell Enterprises, Inc.

ALSO: ALL that lot of land situate on the southwestern side of Gaithburg Square and on the southeastern side of Chesapeake Court in the County of Greenville, State of South Carolina being shown as Lot No. 10 on a plat of Eastgate Village dated May 15, 1973, prepared by Piedmont Engineers & Architects, recorded in Plat Book 4-X at page 31 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Chesapeake Court at the joint front corner of Lot 10 and Lot 11 and running thence with Lot 11 S 31-07 E 85 feet to an iron pin at the joint rear corner of Lot 10 and Lot 11; thence with Lot 9 N 60-03 E 98 feet to an iron pin which has the address of (CONTINUED ON BACK) [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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