

GREENVILLE CO. S.C.
27 9 1978
LORNE S. TINKERSLEY
R.M.C.

MORTGAGE

300 1445 431

THIS MORTGAGE is made this 26th day of September 1978, between the Mortgagor, CONGREGATION BETH ISRAEL OF GREENVILLE, SOUTH CAROLINA (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 Forty Five Thousand and No/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 26, 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 September 1, 1998.

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:

1. ALL that piece, parcel, or lot of land, in the City of Greenville, County of Greenville, State of South Carolina, on the Western side of Summit Drive, being a portion of Tract Number 13, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book E, Page 170, and having, according to a survey thereof, dated January, 1957, by Dalton & Neves, recorded in said R.M.C. Office in Plat Book NN, Page 187, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Summit Drive, at the joint front corner of the property now or formerly belonging to Oscar D. Landing and Ruth B. Landing, which iron pin is 412.2 feet in a southerly direction from the south-western intersection of Windsor Drive and Summit Drive, and running thence along the Western side of Summit Drive, S 12-28 W 90 feet to an iron pin; thence continuing along the Western side of Summit Drive, S 16-07 W 217.7 feet to an iron pin; thence running along the line of property now or formerly belonging to D. B. Traxler N 89-30 W 403 feet to an iron pin; thence continuing along the line of property now or formerly belonging to D. B. Traxler, N 0-30 E 308 feet to an iron pin; thence running along the line of property of Northside Methodist Church and now or formerly belonging to Oscar D. Landing and Ruth B. Landing, S 88-44 E 480.4 feet to the point of beginning.

2. ALL that piece, parcel, or strip of land situate, lying, and being on the westerly side of Summit Drive, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 33, Block 3 on Page 180, in School District 519 on the Greenville County Block Book, said lot having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Summit Drive at the corner of Congregation Beth Israel property and running thence along the line of the said property, N 89-30 W 403 feet to an iron pin on line of property of Guaranty Mortgage Company, Inc.; thence along said line, S 0-30 W 50 feet, more or less, to an iron pin; thence S 88-37 E 392 feet to an iron pin on the west side of Summit Drive; thence along said Summit Drive, N 16-07 E 50 feet, more or less, to the point of beginning.

Being the same conveyed to the Mortgagor by Deeds recorded in said R.M.C. Office in Deeds Book 569, Page 325, dated January 19, 1957 and Deeds Book 890, Page 37, dated May 15, 1970, recorded January 21, 1957 and May 15, 1970, respectively from David B. Traxler and Rice Cleveland Co., Inc.

which has the address of 425 Summit Drive, Greenville, (City)

South Carolina 29609 (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 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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