

MORTGAGE

THIS MORTGAGE is made this 29th day of September 1978 between the Mortgagor, James Menke, Jr. and Betty H. Menke (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").

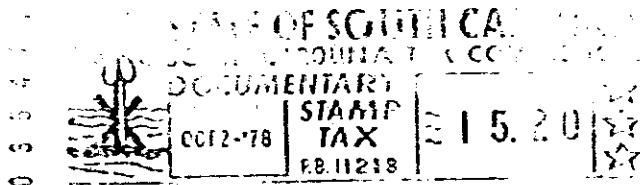
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2008;

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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being on or near the Western side of Eunningham Road, containing 0.52 Acres, more or less, and being shown on plat entitled "Property of Thomas T. Borden", recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-1 at page 93, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on or near the Western side of Cunningham Road, common corner of the within described property and that now or formerly belonging to F. Kenneth Faulkenberry and Frances Faulkenberry, and running thence N. 85-02 W. 167.5 feet to a new iron pin; thence N. 2-25 W. 137.5 feet to a new iron pin at the joint rear corner with Lot 34, Rosewood Park; thence running S. 85-02 E. 167.5 feet to an old iron pin on the Western side of Cunningham Road; thence S. 2-25 E. 137.5 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Merrill Lynch Relocation Management, Inc., a California Corporation, of date to be recorded herewith:



which has the address of Route 4, Cunningham Road, Taylors, S. C. 29687 (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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