

GREENVILLE CO. S.C.

NOV 3 10 30 AM '78

LEWIS S. TAYLOR  
REC'D

# MORTGAGE

BOOK 1449 PAGE 204

THIS MORTGAGE is made this 3rd day of November, 1978, between the Mortgagor, Bob Maxwell Builders, 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 Ninety Three Thousand Nine Hundred Fifty and No/100ths (\$93,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 1978 (herein "Note"), providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 2, 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 piece, parcel, or lot of land lying in the State of South Carolina, County of Greenville, being known and shown as Lot 97 of Devenger Place, Section 4, recorded in the R.M.C. Office for Greenville County in Plat Book 6H at Page 24 and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin on the southern side of Windward Way at the joint front corner of Lots 97 and 98 and running thence with the joint line of said lots S. 33-25 E. 160 ft. to an iron pin; thence N. 56-35 E. 100 ft. to an iron pin at the joint rear corner of Lots Nos. 96 and 97; thence with the joint line of said Lot Nos. 96 and 97 N. 33-25 W. 160 ft. to an iron pin on the southern side of Windward Way; thence with the southern side of Windward Way S. 56-35 W. 100 ft. to the point of beginning.

This is the identical property conveyed to the grantor herein be deed of Devenger Road Land Company, a Partnership, dated November 1, 1978, recorded in the R.M.C. Office for Greenville County in Deed Book 1091 at Page 188 on November 3, 1978.

ALSO

All that piece, parcel, or lot of land lying in the State of South Carolina, County of Greenville, being known and shown as Lot 96 of Devenger Place, Section 4, recorded in the R.M.C. Office for Greenville County in Plat Book 6H at Page 24 and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin on the southern side of Windward Way at the joint front corner of Lot Nos. 96 and 97 and running thence with the joint line of said lots S. 33-25 E. 160 ft. to an iron pin; thence N. 56-35 E. 100 ft. to an iron pin at the joint rear corner of Lot Nos. 95 and 96; thence with the joint line of said Lot Nos. 95 and 96 N. 33-25 W. 160 ft. to an iron pin on the southern side of Windward Way; thence with the southern side of Windward Way S. 56-35 W. 100 ft. to the point of beginning

(Continued on attached sheet. . .) which has the address of Windward Way, Greer  
[Street] [City]

SC 29651 (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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