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GREENVILLE CO. S. C.  
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DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1454 PAGE 549

# MORTGAGE

THIS MORTGAGE is made this 5th day of January 1979, between the Mortgagor, Toy Street Investments, a General Partnership (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 Sixty Thousand Fifty and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1994.

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 situate, lying and being on the northern side of Williams Street, in the County of Greenville, State of South Carolina, being shown and designated as Part Lots Nos. 7 and 8 on a plat entitled "Property of Toy Street Investments, a General Partnership", dated December 29, 1978, prepared by Freeland & Associates, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 64 at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Williams Street which iron pin is, located 90+ feet from the intersection of Williams Street and Pettigru Street and running thence with the northern side of Williams Street, N. 12-39 W. 110.28 feet to an iron pin on the southern side of an alley; thence with the line of said alley, N. 67-39 E. 145.58 feet to an iron pin; thence S. 12-59 E. 110.07 feet to an iron pin; thence S. 67-37 W. 25.0 feet to an iron pin; thence S. 67-32 W. 121.22 feet to the point of beginning.

ALSO: All that certain piece, parcel or lot of land, located, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as the easternmost portion of Lot 10 on plat entitled "Property of Pettigru Properties, Boyce Lawn Addition, Block 7, Lot 10", prepared by Freeland & Associates, dated September 27, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 64 at Page 58, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an "X" in brick at the intersection of the western right of way of Toy Street and the northern right of way of an unnamed alley and running thence, along said unnamed alley, S. 65-00 W. 91.52 feet to a railroad spike; thence, along a new line through Lot 10, N. 15-00 W. 60.33 feet to an iron pin in the line of Lot 5 1/2; thence N. 68-57 E. 90.63 feet to an iron pin on the western edge of the right of way of Toy Street; thence, along said right of way, S. 15-00 E. 54.0 feet to an "X" in brick, the point and place of beginning.

(Continued on rider attached hereto and made a part hereof)

which has the address of Williams Street Greenville South Carolina (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.

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