

FILED
GREENVILLE CO. S. C.
MAR 2 3 13 PM '79

MORTGAGE

DONNIE S. TANKERSLEY
THIS MORTGAGE is made this 28th day of February 1979, 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").

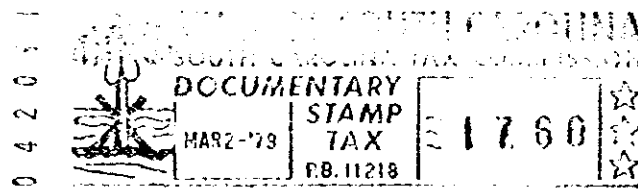
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand and No/100ths (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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 piece, parcel or lot of land situate, lying and being on the Southeastern side of Canebrake Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 44 on a plat entitled "Canebrake I" prepared by Enwright Associates, dated August 18, 1975, revised October 6, 1975, August 25, 1976, recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 46 and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Canebrake Drive at the joint front corners of Lots Nos. 44 and 45 and running thence with the line of Lot No. 45 S. 21-15 E. 153.21 feet to an iron pin in the line of Lot No. 65; thence with the line of Lots Nos. 65 and 66 S. 67-50 W. 85 feet to an iron pin in the line of Lot No. 43; thence with the line of Lot No. 43 N. 23-06 W. 149.75 feet to an iron pin on the Southeastern side of Canebrake Drive; thence on a curve to the right with the edge of Canebrake Drive having a radius of 1,800 feet and an arc of 90.01 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of College Properties, Incorporated, dated February 28, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1097 at Page 720 on MARCH 2, 1979.



which has the address of Lot No. 44, Canebrake 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 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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