

FILED
GREENVILLE CO. S. C.
MAR 2 3 18 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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 Eighty-Eight Thousand Seven Hundred Fifty and No/100ths (\$88,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 1979, (herein "Note"), providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 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 situate, lying and being on the Northwestern side of Bennington Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 69 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 a more recent survey entitled "Property of Bob Maxwell Builders" prepared by Freeland & Associates, dated February 5, 1979, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Bennington Road at the joint front corners of Lots No. 69 and 70 and running thence with the line of Lot No. 70 N. 37-39 W. 142.82 feet to an iron pin in the rear line of Lot No. 39; thence with the rear lines of Lots No. 39 and 40 N. 55-45 E. 90 feet to an iron pin in the line of Lot No. 68; thence with the line of Lot No. 68 S. 36-50 E. 135.31 feet to an iron pin on the Northwestern side of Bennington Road; thence with the Northwestern side of Bennington Road S. 50-56 W. 88 feet to the point of beginning.

ALSO:

All that piece, parcel or lot of land situate, lying and being on the Southeastern side of Bennington Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 78 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 a more recent survey entitled "Property of Bob Maxwell Builders" prepared by Freeland & Associates, dated February 6, 1979, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Bennington Road at the joint front corner of Lots No. 78 and 79 and running thence with the line of Lot No. 79 S. 20-05 E. 145.49 feet to an iron pin in the rear (Continued on Pg 4)

which has the address of Bennington Road 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.

SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAR 2 '79
35.52

0.807

4328 RV-2