

MORTGAGE

APR 23 12 12 PM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 18th day of April 1979, between the Mortgagor, Robert J. Thompson III (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 Seventy-five thousand and No/100ths (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 18, 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 October 1st, 2008;

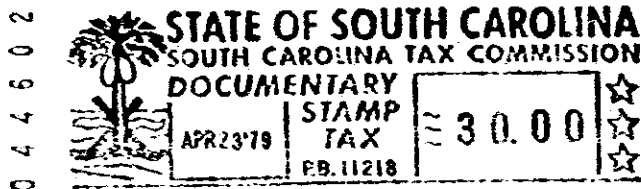
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the southern side of the Cul-de-Sac of Old Towne Way in the County of Greenville, State of South Carolina, City of Simpsonville, being shown and designated as Lot No. 31 on Plat of Holly Tree Plantation, Phase I, dated May 28, 1973, prepared by Enwright Associates, Inc., recorded in Plat Book 4-X at Pages 32 through 37 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the southern side of the Cul-de-Sac of Old Towne Way at the joint front corner of lots 30 and 31 and running thence along the arc of said Cul-de-Sac N. 58-26-30 E. 51 feet to an iron pin at the joint front corner of lots 31 and 32; thence along the common line of said lots S. 45-47 E. 225.07 feet to an iron pin at the joint rear corner of said lots; thence S. 44-10-00 W. 25 feet to an iron pin; thence N. 87-25-00 W. 224.68 feet to an iron pin at the joint rear corner of lots 30 and 31; thence along the common line of said lots N. 12-42 E. 154.46 feet to an iron pin at the joint front corner of said lots on the southern side of the Cul-de-Sac of Old Towne Way, the point of beginning.

DERIVATION: Deed of Holly Tree Plantation, a limited partnership, recorded May 18, 1978 in Deed Book 1079 at Page 451.

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which has the address of Lot 31 Old Towne Way, Simpsonville, S. C. 29681 (Street) (City); (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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