

FILED
GREENVILLE CO. S. C.
MAY 8 4 20 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

VOL 1405 PAGE 759

THIS MORTGAGE is made this 8th day of May 1979, between the Mortgagor, David Balentine & Son, 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-Two Thousand and No/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 8 May 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 1 October 2009;

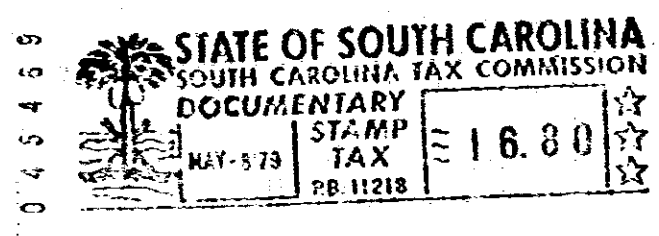
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on the northerly side of Lipizzan Way, being shown and designated as Lot No. 78, on plat of Heritage Lakes Subdivision, recorded in the RMC Office for Greenville County, S. C., in Plat Book "6 H", at Page 16, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Lipizzan Way, joint front corner of Lots Nos. 78 and 79, and running thence with the joint lines of said lots, N. 15-28-07 E. 159.82 feet to an iron pin; thence N. 84-33-19 E. 95.0 feet to an iron pin; thence with the joint lines of Lots Nos. 77 and 78, S. 4-15-32 E. 178.30 feet to an iron pin on the northerly side of Lipizzan Way; thence with the northerly side of Lipizzan Way on a curve, the chord of which is N. 84-23-43 W. 151.16 feet to an iron pin, the point of BEGINNING.

The within is a portion of that certain property heretofore conveyed to the mortgagor by deed of David W. Balentine, dated 8 May 1979, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268, Greenville, South Carolina 29602.



GCTO -----3 MY 8 79 1014

which has the address of Lot No. 78, Heritage Lakes Subdivision, Lipizzan Way, Greenville (Street) (City) County, South Carolina (State and Zip Code) (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.

0759

4328 RV-2