

FILED
GREENVILLE CO. S.C.

VEL 1478 PAGE 104

MORTGAGE

AUG 7 12 42 PM '79

DONN W. HENNERSLEY
R.M.C.

THIS MORTGAGE is made this 7th day of August 1979, between the Mortgagor, Brookview Partnership, a 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").

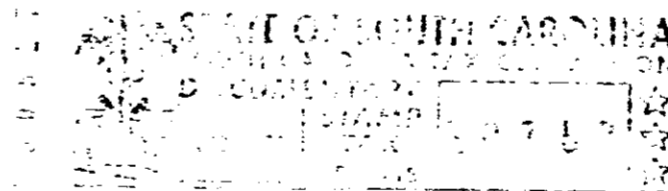
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand Eight Hundred (\$18,800.00) and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 7, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2004.

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 the improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the easterly side of Brookview Circle, And being known and designated as a portion of Lot 46 and a portion of Lot 47 of Shannon Terrace, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L, Page 91, and being more particularly described according to a plat of survey by Century Land Surveying Co. dated August 7, 1979, entitled "Property of Brookview Partnership", as follows:

BEGINNING at iron pin on the easterly side of Brookview Circle at the joint front corner of Lots 45 and 46, which iron pin is also 264.4 feet from the intersection of Brookview Circle and West Faris Road, and running thence with the joint line through Lot 46 and a portion of Lot 47, N 8-00 W 70 feet to an iron pin; thence S 84-38 W 102.5 feet to an iron pin on the easterly side of Brookview Circle; thence with Brookview Circle S 11-00 E 70 to the beginning corner.

The above described property is the same conveyed to the mortgagor by Cecil D. Buchanan by deed dated August 6, 1979, and recorded on August 7, 1979, in the R.M. C. Office for Greenville County, S.C. in Deed Book 1108, Page 748.



which has the address of No. 9, Brookview Circle Greenville, South Carolina, 29605 (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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