

# MORTGAGE

THIS MORTGAGE is made this 11th day of October, 1979, between the Mortgagor, Pine Knoll Investors, A General 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").

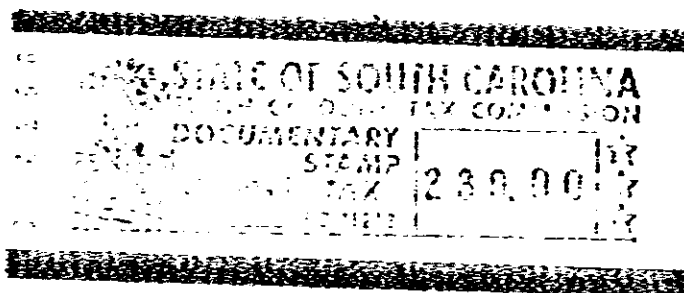
WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Seventy-five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 11, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2005.

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 West side of Pine Knoll Drive in Greenville County, South Carolina, and being shown as property of Pine Knoll Investors on plat prepared by Gould & Associates, surveyors, dated October 1, 1979, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 7-Q at page 14. Said property, according to said plat, having the following metes and bounds, to wit:

BEGINNING at a nail and cap in the center of Pine Knoll Drive, thence S. 86-19 W., 762.5 feet to an iron pin on the Western side of a creek; thence with the creek as the line, the traverse line of which is S. 16-27 E., 259.4 feet to an iron pin on the creek; thence N. 82-45 E., 697.1 feet to an iron pin on the western side of Pine Knoll Drive; thence N. 83-10 E., 20 feet to a nail and cap in the center of Pine Knoll Drive; thence N. 1-08 W., 210 feet to a nail and cap, the point of beginning.

For deed into mortgagor, see deed from R. L. Jordan Oil Company, Inc. of South Carolina, dated September 18, 1979, and recorded September 21, 1979, in Deed Book 112, at page 29.



which has the address of Pine Knoll Drive, Greenville, SC 29609 (herein "Property Address");  
[Street] [City] [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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