

MORTGAGE

THIS MORTGAGE is made this 23rd day of October 1979, between the Mortgagor, Rosamond Enterprises, 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 Seventy-One Thousand Nine Hundred Fifty and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 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 April 1, 2010.

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 in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 26 on plat of HOLLY TREE PLANTATION, Phase No. II, Section 2, made by Piedmont Engineers, Architects and Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County in Plat Book 5-D, at Pages 47 and 48, and according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the edge of Pecan Hill Drive and running thence with the line of Lots No. 26 and 27, N. 53-00 E. 170 feet to an iron pin at the joint rear corner of Lots Nos. 26, 27 and 29; thence running along the line of Lots No. 26 and 29, S. 71-47 E. 132.30 feet to an iron pin at the joint corner of Lots No. 26 and 29; thence running along the line of Lots No. 26 and 25, S. 43-00 W. 22 feet to an iron pin on the edge of Pecan Hill Drive; thence running along the edge of Pecan Hill Drive, N. 49-23 W. 120.05 feet to a point; thence continuing along Pecan Hill Drive, N. 42-57 W. 29.95 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Holly Tree Plantation, a limited partnership, dated March 8, 1979, recorded in the RMC Office for Greenville County in Deed Book 1098 at Page 270.

which has the address of Pecan Hill Drive Simpsonville 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.

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