

**MORTGAGE**

THIS MORTGAGE is made this 6th day of March 1980, 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-Five Thousand Five Hundred and No/100 (\$45,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated 6 March 1980 (herein "Note"), providing for monthly installments of principal and interest only (\*) with the balance of the indebtedness, if not sooner paid, due and payable on 1 October 1981.

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 northeasterly side of Harness Trail, being shown and designated as Lot No. 52 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 northeasterly side of Harness Trail, joint front corner of Lots Nos. 52 and 53 and running thence with the joint lines of said lots, N. 46-14-10 E. 162.07 feet to an iron pin; thence S. 58-13-31 E. 89.79 feet to an iron pin, joint rear corner of Lots Nos. 51 and 52; thence with the joint lines of said lots, S. 16-10-19 W. 161 feet to an iron pin on the northeasterly side of Harness Trail; thence with the northeasterly side of Harness Trail the following courses and distances: N. 67-16-30 W. 66.39 feet; N. 60-43-39 W. 18.51 feet; and, N. 52-14-35 W. 90 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagor by deed of Comfortable Mortgages, Inc., recorded 27 December 1979, RMC Office for Greenville County, S. C., in Deed Book 1117, at Page 998.

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

(\*) A six (6) months construction period will be allowed during which time interest will accrue on sums advanced. At the expiration of the construction period all accrued interest will be due and payable. Thereafter interest only monthly payments will be due until October 1, 1981, at which time the entire principal and any accrued interest shall be due and payable.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA. DOCUMENTARY. MAR 20 1980.

which has the address of Lot No. 52, Heritage Lakes, Harness Trail, Greenville County, 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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