

MAR 27 PM '80

MORTGAGE

BOOK 1497 PAGE 789

DONN W. WENDERSLEY

THIS MORTGAGE is made this 7th day of March 19. 80, between the Mortgagor, ASSOCIATED BUILDERS & DEVELOPERS, 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 THOUSAND FOUR HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1981. It is understood that interest only payments shall be made on the note for a period of eighteen months, at which time the entire principal interest and accrued interest shall be due in full. 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 all buildings and improvements thereon or hereafter constructed thereon, situate, lying and being on the southern side of Brentwood Way, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot Number 142 on a Plat of Brentwood, Section IV, made by Piedmont Engineers and Architects, Surveyors, dated March 12, 1974, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5-D, Page 43, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Brentwood Way at the joint front corners of Lots Nos. 143 and 142 and running thence with the common line of said lots, S. 3-49 E., 228.5 feet to a point in the center line of a creek; thence with said creek as the line the following traverse courses and distances: N. 88-39 E., 65.96 feet to a point and N. 41-29 E. 90.82 feet to a point at the joint rear corners Lots Nos. 141 and 142; thence with the common line of said lots N. 14-00 W., 172.10 feet to a point on Brentwood Way; thence with the southern side of Brentwood Way N. 84-48 W., 94 feet to a point; thence continuing with said side of Brentwood Way N. 89-55 W. 6.05 feet to the point of beginning.

The above property is the same property conveyed to Associated Builders & Developers, Inc. by deed of Rackley, Builder-Developer, Inc. of even date to be recorded herewith.

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which has the address of Lot 142, Brentwood Way Simpsonville, S.C. 29681 (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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