

S. C.

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# MORTGAGE

1980 / JUL 90

THIS MORTGAGE is made this 7th day of July, 1980, 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 Ninety Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 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 January 1, 1982 \*.

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 in the County of Greenville, State of South Carolina, on the northeasterly side of Plantation Drive, being shown as Lot No. 25 on a plat of Holly Tree Plantation Subdivision, Phase III, Section 1, Sheet 2 dated September 1, 1978, prepared by Piedmont Engineers, Architects & Planners recorded in Plat Book 6-H at Page 75 in the RMC Office for Greenville County, reference to said plat being made for a more complete metes and bounds description.

This is the same property conveyed to the Mortgagor herein by deed of Franklin Enterprises, Inc. dated July 7, 1980, to be recorded herewith.

\*It is understood that interest only payments shall be made on this note for a period of 18 months, at which time the entire principal and any accrued interest shall be due and payable. It is also understood that a six-month construction period will be allowed, during which time interest will accrue. At the expiration of the construction period, interest only payments will commence.

which has the address of Lot 25, Plantation Drive Simpsonville, S. C. (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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