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REFNS
AUG 25 10 30 AM '83
DONNIE R. M. C. SLEAY

39-1102-738

MORTGAGE

THIS MORTGAGE is made this 24th day of August 1983, between the Mortgagor, Foothills Delta P, Inc. (therein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (therein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 1983 (therein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 24, 1984;

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 (therein "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 those certain pieces, parcels or units situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units 33, 34, 35, 36, 37, 38, 39 and 40 (Building No. 5) of HOLLY TOWNE HORIZONTAL PROEPRTY REGIME as is more fully described in Master Deed dated December 31, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1141, at pages 921 through 993, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S-L, at page 37.

This is a portion of the property conveyed to Nelson & Putman Builders Inc. by deed of James p. McNamara, et al, by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1134, at pages 539, on Sept. 30, 1980. By Corporate Resolution recorded in Deed Book 1174 at page 643, Nelson & Putman Builders, Inc. was merged into and became a part of Foothills Delta P, Inc.

Mortgagor reserves the right to have released from the lien of this mortgage units covered by this mortgage upon the payment of \$43,750.00 per unit.

which has the address of Bethel Road Simpsonville
S. C. 29681 therein "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.

SOUTH CAROLINA —

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12-11-83