

FILED
GREENVILLE CO. S. C.
JUL 23 09 PM '79
DONNIE S. TANKERSLEY
R.M.C.

46099 BOOK 67 PAGE 728
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MORTGAGE

THIS MORTGAGE is made this 28th day of February, 1979, between the Mortgagor, BOB MAXWELL BUILDERS, 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-three Thousand One Hundred Fifty and No/100 (\$43,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 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 March 1, 2008.

87 S. 69-20 W. 88.50 feet to an iron pin in the line of Lot No. 78; thence with the line of Lot No. 78 N. 20-05 W. 145.49 feet to an iron pin on the Southeastern side of Bennington Road; thence on a curve to the right with the edge of Bennington Road having a radius of 1,153.28 feet and an arc of 95.03 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of College Properties, Incorporated, dated February 28, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1097 at Page 720 on MARCH 2, 1979.

HAYNSWORTH, PERRY, BRYANT
MARION & JOHNSTONE, ATTYS 1319

FILED
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PAID AND RECEIVED BY
THIS 11th DAY OF July 1979
FIDELITY FEDERAL SAVINGS & LOAN ASSN.
Haynsworth Perry Bryant
Atty. V.P.
Patty Perry

DOCUMENTARY STAMP
PAGE 79
17.25
P.B. 11218

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which has the address of Lot 79, Canebrake Greenville, 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 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.