

P. O. Box 1268  
Greenville, S.C. 29602  
GREENVILLE CO. S. C.

1465 1989

MAY 18 12 10 PM '79

# MORTGAGE

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 17th day of May 1979, between the Mortgagor, First Carolina Development Corporation (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").

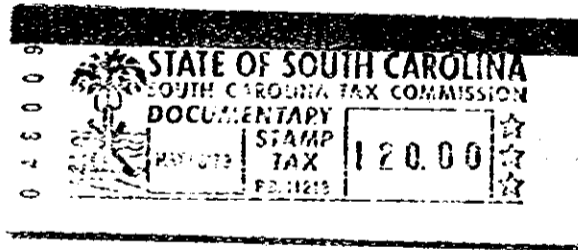
WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Thousand and no/100- (\$300,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 1989.

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 those certain pieces, parcels or condominium units located, lying and being in the County of Greenville, State of South Carolina, in the City of Greenville, being known and designated as Unit Nos. 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80 and 82 of Faris Ridge Horizontal Property Regime as created by a master deed recorded in the Greenville County RMC Office on May 16, 1979, in Deed Book 1102 at Page 618, and as further shown on plat thereof recorded in the Greenville County RMC Office in Plat Book 6V at Page 96. Reference to said master deed and plat is hereby craved for a more complete and accurate description thereof.

This is the same property conveyed to the Mortgagor herein by deed of William R. Martin, as Trustee, et al, recorded in the Greenville County RMC office on May 16, 1979 in Deed Book 1102 at Page 686.

The mortgagee herein agrees that it will, upon the written request of mortgagor, release from the lien of the within mortgage any individual condominium unit upon payment to the mortgagor of a release payment in the amount of Twenty Thousand (\$20,000.00) Dollars for each unit released.



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which has the address of Courtland Apartments - 5 Buildings, E. Faris Road Extension, Greenville, S. C. (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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