

MORTGAGE

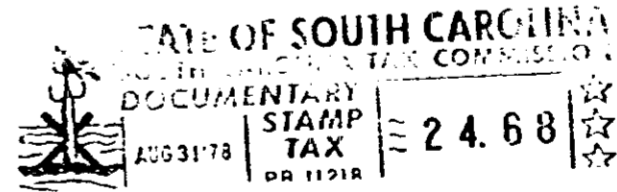
THIS MORTGAGE is made this thirtieth day of August, 1978, between the Mortgagor, J. LYLES ALLEY, JR. and CAROLINE D. ALLEY (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 101 East Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty One Thousand Six Hundred Fifty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 30, 1978 (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, 2008.

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 lying the State of South Carolina, County of Greenville, shown as Lot 142 on plat of Dove Tree Subdivision, recorded in Plat Book 4X at pages 21, 22 and 23 and having such courses and distances as will appear by reference to said plat, as follows: beginning at the joint front corner of lots 142 and 143 and running with the joint line of said lots N 50-29 E 159.1 feet to the joint rear corner of said lots; thence with the joint rear lines of lots 142 and 124 S 17-30 E 161 feet to an iron pin, thence S 52-46 W 137.1 feet to an iron pin, thence S 41-57 E 107 feet to a point on Peppertree Court thence with the curve of Peppertree Court N 33-56 E 25 feet to a point, thence continuing along Peppertree Court N 7-01 W 35 feet to the point of beginning, being the same property conveyed to the mortgagor by deed of Raymond A. Walsh and Pierrette B. Walsh recorded herewith.

"In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."



which has the address of 3 Sturbridge Court, Dove-Tree, Greenville (Street) (City)
South Carolina 29607 (State and Zip Code) (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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