

SEP 21 3 29 PM '78
COMM. S. TANNER DOLEY
S.C.

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MORTGAGE

THIS MORTGAGE is made this 20th day of September 1978, between the Mortgagor, Martin L. Tooke, Jr. & Millicent B. Tooke (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 Thousand One Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 20, 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 October 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:

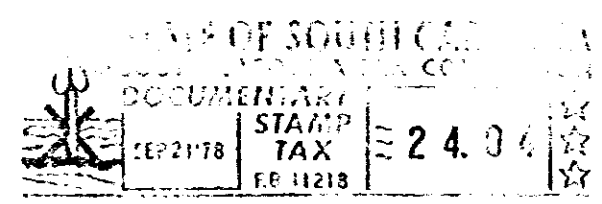
ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the easterly side of Sugar Creek Lane, near the City of Greenville, and being designated as Lot 138 on a plat entitled "Map No. 4, Section I, Sugar Creek", recorded in the RMC Office for Greenville County in Plat Book 5D-72, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Sugar Creek Lane, joint front corner of Lots 138 & 139, and running thence S. 89-40-00 E. 162.07 feet to an iron pin in the line of Lot 155; thence along said line, S. 27-25-13 E. 49.67 feet to an iron pin, joint rear corner of Lots 137 and 138; thence along the common line of said Lots, S. 64-15-15 W. 176 feet to an iron pin on the easterly side of Sugar Creek Lane; thence along said Lane, N. 18-14 W. 85.75 feet to an iron pin; thence continuing with said Lane, N. 00-20 E. 40 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Cothran & Darby Builders, Inc., which Deed is dated September 20, 1978, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is P. O. Box 1268, Greenville, S.C. 29602

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which has the address of 125 Sugar Creek Road Greer, S. C. 29651 (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.

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