

MORTGAGE

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THIS MORTGAGE is made this 6th day of October, 1978, between the Mortgagor, S. J. Earle Forrester and Don E. Forrester, (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 Twenty Thousand Four Hundred and NO/100 (\$20,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 6, 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 November 1, 2003;

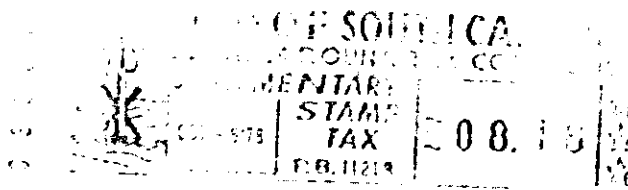
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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:

Lots 12 and 13, situate on the North side of Grove Road and shown on Plat of Dalton & Neves, in Plat Book N, at Page 133, and Plat Book "I", at Page 77, in a subdivision known as Langley Heights, and having the following metes and bounds, to-wit:

LOT # 12: BEGINNING at an iron pin on Grove Road, joint corner of Lots No. 10 and 12 and running thence along Grove Road N. 78 E. 50 feet to an iron pin, joint corner of Lots No. 12 and 13; thence N. 15-07 E. 154 feet to an iron pin on a 15 foot alley; thence S. 68-06 W. 68.8 feet to an iron pin, joint corner of Lots No. 10 and 12; thence S. 22-39 E. 142.2 feet to an iron pin in Grove Road, the point of BEGINNING.

LOT # 13: BEGINNING at an iron pin on the North side of Grove Road, 200 feet East from Owens Street, corner of Lot No. 12, and running thence with the line of said lot N. 15-07 W. 154 feet to an iron pin on a 15 foot alley; thence with the Southern side of said alley, N. 68-06 E. 60 feet to an iron pin; thence S. 12-00 E. 164 feet to an iron pin on Grove Road (old route); thence with the Northern side of old Grove Road, S. 78-00 W. 50 feet to the BEGINNING corner."

Being the same property conveyed to Mortgagors this date by Harry C. Walker, Executor of the Estate of Virgil Neil Butler, Deceased, by Deed recorded herewith in the R.M.C. Office for Greenville County in Deed Book 1089, at Page 414, and dated October 6, 1978.



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which has the address of 528 Grove Road Greenville, South Carolina 29605 (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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