

FILED  
GREENVILLE CO. S. C.

OCT 25 2 31 PM '78

DONNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

BOOK 1448 PAGE 196

THIS MORTGAGE is made this 23rd day of October 1978, between the Mortgagor, Volney C. Allen and Judith F. Allen (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").

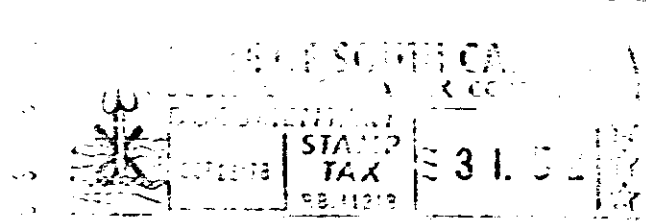
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Eight Thousand Eight Hundred and no/100ths (\$78,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1979;

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 certain, piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Easterly intersection of Holly Park Lane and Holly Park Drive and being known and designated as Lot 135 on plat entitled "Holly Tree Plantation, Phase 2, Section III B" recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 6-H at page 41 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Holly Park Lane said pin being the joint front corner of Lot Nos. 134 and 135 and running thence with the common line of said Lots S. 87-21 E. 132.02 feet to an iron pin the joint rear corner of Lot Nos. 134 and 135; thence with the line of Lot 135 and Holly Tree Country Club S. 02-22 E. 179.6 feet to an iron pin on the Northerly side of Holly Park Drive N. 68-48 E. 90.75 feet to an iron pin thence continuing with said road N. 62-13 W. 105.15 feet to an iron pin at the intersection of Holly Park Drive and Holly Park Lane; thence with said intersection N. 12-23 W. 32.25 feet to an iron pin on the Easterly side of Holly Park Lane; thence with the Easterly side of Holly Park Lane N. 32-00 E. 85 feet to an iron pin the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Franklin Enterprises, Inc. recorded in the R. M. C. Office for Greenville County, South Carolina on October 25, 1978, in Deed Book 1090 page 524.



which has the address of Lot 135 Holly Park Way, Holly Tree, 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 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.

GCTD --- 1002578 .030

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