

FILED
GREENVILLE CO. S. C.
OCT 31 9 45 AM '78
SOUTH CAROLINA

BOOK 1448 PAGE 587

MORTGAGE

THIS MORTGAGE is made this 27th day of OCTOBER 1978, between the Mortgagor, JAMES H. FRAZIER AND VIRGINIA W. FRAZIER (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").

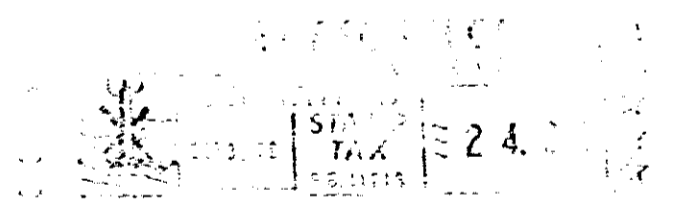
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND TWENTY-FIVE AND NO/100 (\$60,025.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 27, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Southeasterly side of Sugar Creek Road near the City of Greenville, South Carolina, being known and designated as Lot No. 63, on plat entitled "Map No. 5, Sugar Creek" as recorded in the RMC Office for Greenville, South Carolina in Plat Book 6-H at page 21 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Sugar Creek Road said pin being the joint front corner of Lots Nos. 62 and 63 and running thence with the common line of said road S. 57-26 E. 140 feet to an iron pin the joint rear corner of Lot Nos 62 and 63 N. 32-34 E. 125 feet to an iron pin the joint rear corner of Lot Nos. 63 and 64; thence with the common line of said lots N. 57-26 W. 140 feet to an iron pin on the Southeasterly side of Sugar Creek Road; thence continuing with said road S. 32-34 W. 125 feet to an iron pin the point of BEGINNING.

This being the same property conveyed to the Mortgagor herein by deed of MG Proffitt, Inc. of even date to be recorded herewith.



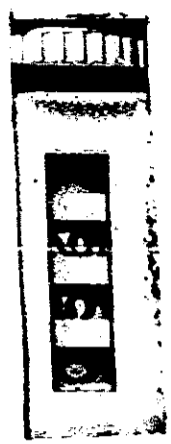
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which has the address of Lot 63, Sugar Creek, Greer, South Carolina (Street) (City) (herein "Property Address"); (State and Zip Code)

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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