

BOOK 1453 PAGE 874

MORTGAGE

THIS MORTGAGE is made this 28th day of December 1978, between the Mortgagor, James W. Fidler and Dorothy Ann Fidler (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America whose address is Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 28, 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 January 1, 2009;

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 all improvements thereon, situate, lying and being on the eastern side of Raven Road, near the City of Greenville, in Greenville County, South Carolina, being known and designated as Lot 14 as shown on a plat of Huntington (Sheet No. 4), prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 26, and having the following metes and bounds according to a more recent plat thereof entitled "Property of James W. Fidler and Dorothy Ann Fidler" dated December 21, 1978, prepared by Webb Surveying & Mapping Co.:

Beginning at an old iron pin on the eastern side of Raven Road at the joint front corner of Lot 14 and Lot 15, and running thence with the line of Lot 15, S. 85-20 E., 486 feet to an iron pin at or near the water level of Huntington Lake, with the water level of Huntington Lake as the property line; thence with the water level of Huntington Lake as the line, the traverse of which is S. 22-08 W., 99.3 feet to an old iron pin; thence continuing with the water level of Huntington Lake, the traverse of which is S. 9-27 W., 137 feet to an iron pin; thence continuing with the water level of Huntington Lake as the line, the traverse of which is S. 14-30 W., 151 feet to an old iron pin; thence leaving Huntington Lake and running N. 67-02 W., 533.9 feet to an iron pin on the eastern side of Raven Road; thence with the eastern side of Raven Road, N. 46-22 E., 62.85 feet to an old iron pin; thence continuing with the eastern side of Raven Road, N. 34-16 E., 60.5 feet to an old iron pin; thence continuing with the eastern side of Raven Road, N. 18-31 E., 61.7 feet to a point; thence continuing with the eastern side of Raven Road, N. 6-27 E., 53.75 feet to the point of beginning.

For deed into mortgagors see deed from Russell C. Lash, dated December 28, 1978, recorded herewith.

Mortgagee's address: 1500 Hampton Street
Columbia, SC 29201

which has the address of Lot 14, Raven Road Greenville, S.C. 29607 (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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