

MORTGAGE

GREENVILLE S.C.

THIS MORTGAGE is made this 19 day of January 1979 between the Mortgagor, JILL TIMMANN

(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").

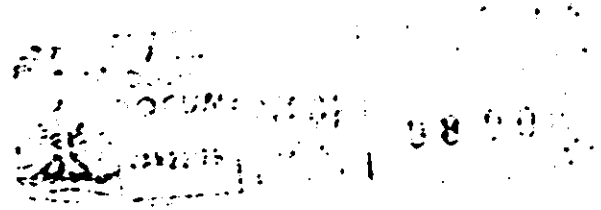
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1999.

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 located in the County of Greenville, State of South Carolina, and being shown and designated as part of Lot 38 and part of lot 39 on a plat entitled "Brookwood Forest," said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 666 at Page 170, and having, according to a more recent plat by Freeland and Associates dated January 5, 1979 entitled "Property of Jill Timmann" the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Charing Cross Road and running thence S. 81-45 E. 167.23 feet to an iron pin in the bank of a creek; thence with the creek as the line, S. 27-46 W. 100.10 feet to an iron pin; thence still with the creek as the line, S. 0-18 W. 22.49 feet to an iron pin; thence a new line, N. 83-35 W. 126.75 feet to an iron pin on the Eastern edge of Charing Cross Road; thence with Charing Cross Road as the line, N. 3-25 E. 121.10 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Killian K. Malendoski and Elinor K. Malendoski, said deed being dated 1-11-79 and recorded in the R.M.C. Office for Greenville County in Deed Book 1025, at Page 231, on 1/21/79.



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which has the address of 4 Charing Cross Road, Taylors, South Carolina 29687 (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 less, hold 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, but by no way of and by 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 exceptions, conditions, covenants or restrictions listed in a schedule of exceptions to coverage, or any title insurance policy issued by Lender covering the Property.

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