

# MORTGAGE

THIS MORTGAGE is made this 27th day of December 1978, between the Mortgagor, Harry W. Holt and Helen E. Holt (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-five Thousand (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 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 January 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 piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being on the western side of Bennett Street in the City of Greenville, Greenville County, South Carolina, being known and designated as a portion of Lots No. 34 and 36, Section H, on a plat of Stone Land Co., recorded in the R.M. C. Office for Greenville County, South Carolina, in Plat Book A, at Pages 337-345, and re-recorded in Plat Book K at Page 277, and having according to a more recent plat made by Pickell & Pickell, Engineers, dated August 17, 1944, the following metes and bounds, to wit:

Beginning at a stake, which stake is located 226.99 feet south of the southwesterly corner intersection of Stone Avenue and Bennett Street, and running thence with Bennett Street S 22-15 W 53 feet to a stake; thence N 70-00 W 216 feet to an iron pin; thence N 22-15 E 53 feet to an iron pin; thence S 70-00 E 216 feet to the beginning corner.

This is the same property heretofore conveyed to the Mortgagors herein by Ann Looper, by deed dated December 27, 1976, and recorded December 27, 1978, in the R.M. C. Office for Greenville County in Deed Book 1054 at Page 362.

which has the address of 123 Bennett Street, Greenville, S.C. 29601 (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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