

FILED
GREENVILLE CO. S. C.
1979 FEB 13 11 42 AM

MORTGAGE

THIS MORTGAGE is made this 13th day of February, 1979, between the Mortgagor, Jerome Bolden and Mary Ellen Bolden (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 Forty-seven thousand and no/100ths (\$47,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 13, 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 July 1st, 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 piece, parcel or lot land in the County of Greenville, State of South Carolina, containing 2.391 acres, situate, lying and being on the northeastern side of Boling Road, being shown and designated on Plat of Property of Jerome Bolden and Mary Bolden, dated February, 1979, prepared by Dalton & Neves Company, Engineers, and being described more particularly, according to said Plat, to-wit:

BEGINNING at a nail and cap in the center of Boling Road at the joint front corner of the within described property and property now or formerly belonging to Michael Frank Talley and running thence with the center of said road S. 63-55 W. 267.8 feet to a nail and cap; thence with the curve of said road, the chord of which is N. 66-41 W., 60.1 feet to a nail and cap; thence continuing with the center of said road N. 18-43 W. 296 feet to a nail and cap at the joint corner of the within described property and property now or formerly belonging to Lena Mae Boling; thence with the joint line of said property N. 78-54 E. 404.4 feet to an old iron pin in the center of a gravel drive; thence S. 01-20 W. 264 feet to a nail and cap, the point of beginning.

DERIVATION: Deed of Lajuana B. Suddeth, recorded August 11, 1975 in Deed Book 1622 at Page 503 and Deed of Jerome Bolden recorded July 13, 1976 in Deed Book 1039 at Page 496.

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which has the address of Route 13, Boling Road, Greenville, SC 29611 (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.

4328 (M-2)