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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

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THIS MORTGAGE is made this 28th day of February, 1979, between the Mortgagor, James Steven Edgar and Phyllis S. Edgar (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").

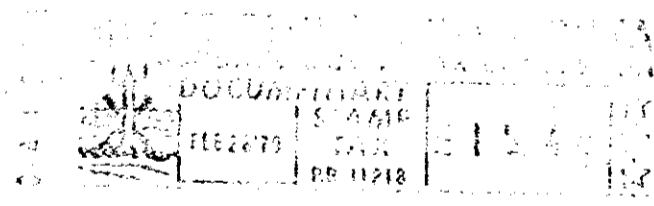
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand Six Hundred Sixty-five Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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 situate, lying and being on the northwestern side of Shiloh Court in the County of Greenville, State of South Carolina being shown and designated as Lot 73 on a plat entitled Powderhorn, Section 2, recorded in the R.M.C. Office for Greenville County in Plat Book 6H, Page 9, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Shiloh Court at the joint front corner of Lots 72 and 73 and running thence with the common line of said lots, N. 37-57 W., 188.2 feet to a point in the line of the Open Area between Section 1 and Section 2 of Powderhorn Subdivision; thence with the line of said Open Area, S. 38-00 E., 150 feet to a point at the joint rear corner of lots 73 and 74; thence with the common line of said lots, S. 68-45 E., 138.18 feet to a point on the northwestern side of Shiloh Court; thence with the northwestern side of Shiloh Court, N. 48-35 E., 45.9 feet and S. 76-43 E., 45.9 feet to the point of beginning.

For deed into mortgagors, see deed from American Service Corporation of South Carolina, dated February 22, 1979, and recorded herewith.



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which has the address of Shiloh Court, Simpsonville, South Carolina 29681. (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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