

FILED
GREENVILLE CO. S. C.
APR 9 2 52 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 9th day of April 1979., between the Mortgagor, JAMES THOMAS SEABORN and SHIRLEY W. SEABORN (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 Fifty Seven Thousand Four Hundred (\$57,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 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 April 1, 2009.

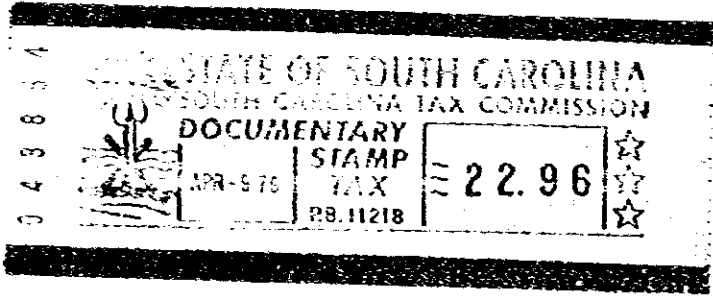
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, at the intersection of Paddock Lane and Rosebud Lane, being known as a part of Lot 125 on plat of revision of Lots 124 and 125, Section 5, Devenger Place, recorded in Plat Book 6W at Page 81, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Rosebud Lane at the front of Lot 125 and property of Cely and thence with the common line S 14-14 E 100 feet more or less to an iron pin, joint rear of Lots 125 and 124, thence with a new line through Lot 125 N 73-06 E 135 feet more or less to an iron pin on the Western side of Paddock Lane and thence with said Lane N 14-14 W 66.7 feet more or less to the intersection of Paddock Lane and Rosebud Lane, thence with said intersection N 56-41 W 36.9 feet more or less to an iron pin on the Southern side of Rosebud Lane, thence with said land S 80-52 W 110.4 feet more or less to the beginning corner.

This being the identical property conveyed to James Thomas Seaborn and Shirley P. Seaborn by deed of the Vista Company, Inc., dated and recorded concurrently herewith.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.



which has the address of 313 Paddock Lane Greer South Carolina (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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