

Box 1268, Greenville, S. C. 29602

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GREENVILLE CO. S. C.

MAY 15 4 53 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

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THIS MORTGAGE is made this 15th day of May 1979, between the Mortgagor, James Douglas Cox and Carla Harbin Cox (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").

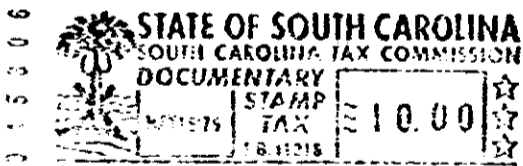
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 15, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 \_\_\_\_\_, State of South Carolina:

All that piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, shown as 1.14 acres on Survey for J. Douglas Cox, recorded in Plat Book 6 W at page 40 and having the following courses and distances appearing below:

Beginning at an iron pin on Ashmore Road at the joint corner of the within property and property now or formerly of Harbin and running thence S. 81-23 E. 306.7 feet to an iron pin; thence along the rear line of the within property, S. 10-00 E. 160 feet to an iron pin; thence N. 81-07 W. 357.2 feet to an iron pin on Ashmore Road; thence N. 8-25 E. 150 feet to an iron pin, the point of beginning.

Being the same property conveyed by Carl A. Harbin and Frances K. Harbin by deed recorded in Deed Book 1090 at page 119 on October 17, 1978.



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which has the address of Route 4, Ashmore Road, Greer, S.C. 29651 (Street) (City) (herein "Property Address"); (State and Zip Code)

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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