

FILED
GREENVILLE CO. S. C.

MAY 18 2 55 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 18th day of May 1979 between the Mortgagor, Larry Floyd Neely and Sharon L. Neely (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 One Hundred Thirty Thousand and No/100 (\$130,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 18, 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 June 1, 1979

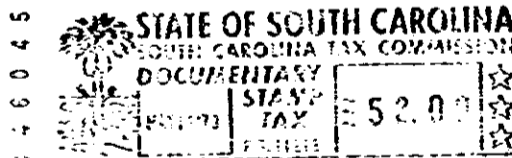
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 situate, lying and being on the Smilax Court near the City of Greenville, State of South Carolina, being known and designated as Lot No. 64 as shown on a plat of Green Valley Estates, prepared by Piedmont Engineering Service, dated December 20, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 2 and 3, and having according to said plat the following metes and bounds:

BEGINNING at a point on Smilax Court at the joint front corner of Lots Nos. 63 and 64, and running thence with Smilax Court, S 55-24 E. 200.0 feet; thence turning from Smilax Court S 34-36 W 322.9 feet to the joint rear corner of Lots Nos. 64 and 65; thence with the line of Lot No. 64, N 37-18 W 196.2 feet to the joint rear corner of Lots No. 63 and 64; thence N. 34-05 E. 261.8 feet to the point of beginning.

This is the same property conveyed to Mortgagors by deed of Robert P. DeRieux and Jo Helen DeRieux, dated May 18, 1979 and recorded herewith in the RMC Office for Greenville County, South Carolina in Deed Book

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which has the address of Route 3, Smilax Court, Greenville, South Carolina, (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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