

FILED
GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 1st day of June, 1979, between the Mortgagor, THOMAS J. NUCKOLLS, JR. (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").

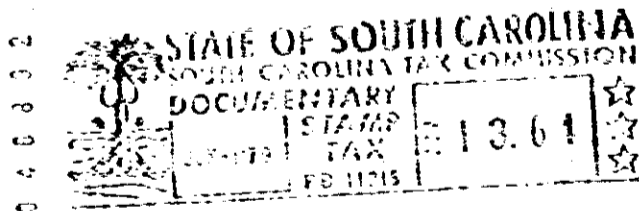
WHEREAS, Borrower is indebted to Lender in the principal sum of --Thirty-Four Thousand One Hundred and No/100ths-- (\$34,100.00)---Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 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 situate, lying and being on the Northern side of Rock Creek Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 273 as shown on a plat entitled "Traxler Park" prepared by R. E. Dalton, dated March, 1923, recorded in the R.M.C. Office for Greenville County in Plat Book G at Pages 115 and 116 and having according to said plat and a more recent survey entitled "Survey for Thomas J. Nuckolls" prepared by Arbor Engineering, dated May 25, 1979, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Rock Creek Drive at the joint front corners of Lots Nos. 272 and 273 and running thence with the line of Lot No. 272 N. 25-23 W. 257.0 feet to an iron pin in the rear line of Lot No. 258; thence with the rear line of Lot No. 258 S. 71-12 W. 70.5 feet to an iron pin in the joint rear corner of Lots Nos. 273 and 274; thence with the line of Lot No. 274 S. 25-23 E. 253.6 feet to an iron pin on the Northern side of Rock Creek Drive; thence with the Northern side of Rock Creek Drive N. 73-50 E. 70.9 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Thomas B. Bank, dated June 1, 1979, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1103 at Page 833 on June 1, 1979.



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which has the address of 63 Rock Creek Drive, Greenville, South Carolina 29605 (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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