

FILED MORTGAGE

GREENVILLE CO. S. C.
JUN 15 4 35 PM '79

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DANNIE S. JANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: CHARLES DAVID TIMS AND GLORIA F. TIMS

of
GREENVILLE, SOUTH CAROLINA, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of UNITED STATES, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100-----Dollars (\$24,250.00), with interest from date at the rate of SEVEN AND THREE-FOURTHS per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION P. O. BOX 1268 in GREENVILLE, SOUTH CAROLINA 29602, or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED SEVENTY-THREE AND 87/100-----Dollars (\$ 173.87), commencing on the first day of AUGUST, 19 79, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY, 2009.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of GREENVILLE State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the Western side of Ray Street near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot number 2 of a subdivision known as Kentland Park, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book XX at Pages 44 and 45; also shown as the property of William Gilbert Shaw and Mary Ann M. Shaw by plat recorded in the R.M.C. Office for Greenville County in Plat Book VVV at Page 159, and being more fully described from said plat as follows:

BEGINNING at a point on the Southwestern edge of Ray Street at the joint front corners of Lots 2 and 3 and running thence along the side lot line of Lot 3 S. 61-33 W., 148.5 feet to a point; thence along a line of Lots 23 and 24 N. 16-15 W., 89.9 feet to a point; thence along a line of Lot 1 N. 69-09 E., 140 feet to a point on the Southwestern edge of Ray Street; thence along the Southwestern edge of Ray Street S. 20-51 E., 70 feet to the beginning corner.

Derivation: Deed Book 1104, Page 897 - Merrill Lynch Relocation Management, Inc. 6/15/79

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

SC10-1161-2 JUN 15 1979

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