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MORTGAGE

DONN E. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 22nd day of June 1979 between the Mortgagor, Mason Hart Hubbard, 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 Five Thousand Two Hundred and No/100 (\$35,200) Dollars, which indebtedness is evidenced by Borrower's note dated June 22, 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 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 lot of land in Greenville County, State of South Carolina on the western side of the turn-around of Hampton Court, near the City of Greenville, being shown as Lot 10 on a plat of Section 2 of Wade Hampton Gardens recorded in Plat Book DDD at Page 54 and described as follows:

BEGINNING at an iron pin on the western side of Hampton Court at the corner of Lot 9 and running thence with the curve of the turn-around the chords of which are N. 15-36 E. 57.4 feet and N. 1-14 E. 43 feet to an iron pin at the corner of Lot 11; thence with the line of said Lot N. 35-11 W. 172.6 feet to an iron pin; thence S. 18-23 W. 160 feet to an iron pin at the corner of Lot 9; thence with the line of said lot S. 36-52 E. 160 feet to the beginning corner.

This property is conveyed subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above-described property.

This being the same property that was conveyed to Florence D. Lambert by deed of Lorraine L. Austell recorded in the RMC Office for Greenville County, S. C. in Deed Book 1016 at Page 748 on April 11, 1975. The said Florence D. Lambert (Also known as Alma Florence Lambert) died testate, and by her will on file in the office of the Probate Court for Greenville County in Apt. 1536, File 5, the property was directed to be sold by the Executrix hereunder as setforth in said will.

For a more recent plat of the above property, see plat made by Freeland & Associates entitled "Property of Mason Hart Hubbard, Jr." and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7H at Page 54.

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which has the address of 20 Hampton Court Greenville, S. C. (Street) (City) (State and Zip Code) (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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