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# MORTGAGE

THIS MORTGAGE is made this 30th day of June, 1979, between the Mortgagor, GORDON M. GIBBS and NANCY O. GIBBS (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").

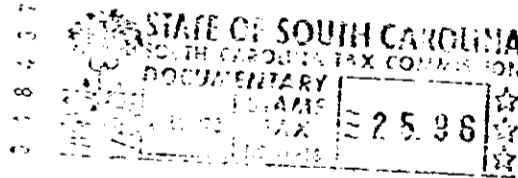
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FOUR THOUSAND, EIGHT HUNDRED AND SEVENTY NINE and 81/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2008.

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 in the State of South Carolina, County of Greenville, on the northern side of Holly Tree Lane, being shown and designated as Lot No. 38 on plat of HOLLY TREE PLANTATION, PHASE II, SECTION II, recorded in the RMC Office for Greenville County in Plat Book 5-D on Page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Holly Tree Lane, joint front corner of Lots Nos. 37 and 38, and running thence along the common line of said lots, N. 23-01 W. 160 feet to an iron pin; thence running N. 66-59 E. 135 feet to an iron pin, joint rear corner of Lots Nos. 38 and 39; thence running along the common line of said lots, S. 23-01 E. 160 feet to an iron pin on the northern side of Holly Tree Lane; thence along the northern side of Holly Tree Lane, S. 66-59 W. 135 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Nelson & Putman Builders, a partnership, dated June 30, 1979, and recorded simultaneously herewith.



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which has the address of 201 Holly Tree Lane, Simpsonville, S. C. 29681 (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 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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