

GREENVILLE, S.C.
JUL 10 9 13 AM '79
DONNE STANKERSLEY
R.H.C.

1472 921

MORTGAGE

THIS MORTGAGE is made this 6th day of July 1979, between the Mortgagor, Riggie C. Smith and Jane D. Tabor (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").

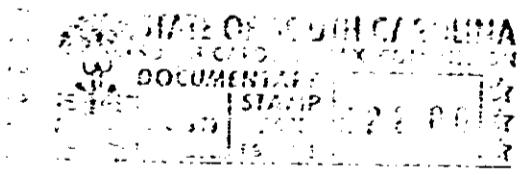
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-five Thousand (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 6, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Part of Lot 11 on a Plat of ROLLING GREEN REAL ESTATE CO., recorded in the RMC Office for Greenville County in Plat Book XX, at Page 33, and having, according to a more recent survey by Freeland & Associates, dated July 5, 1979, recorded in Plat Book 7-I, at Page 32, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Rolling Green Circle, joint front corner of Lot 10 and Part of Lot 11, and running thence with the common line of said Lots, S 34-00 E, 434.0 feet to an iron pin in the line of right of way of U. S. Highway 85; thence along said right of way, S 66-10 W, 266.0 feet to an iron pin; thence with a new line through Part of Lot 11, N 22-56 W, 458.8 feet to an iron pin on the southern side of Rolling Green Circle; thence with said Circle, N 76-00 W, 185.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Clayton C. Smith and Virginia B. Smith, dated July 6, 1979, to be recorded simultaneously herewith.



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which has the address of Part of Lot 11, Rolling Green Real Estate Co. (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 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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