

Box 1268
Greenville, S.C. 29602

1473 311

MORTGAGE

JUL 13 10 38 AM '79

DONNE BANKERSLEY
R.M.C.

THIS MORTGAGE is made this 12th day of July 1979, between the Mortgagor, William L. Dillard and Audrey P. Dillard (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").

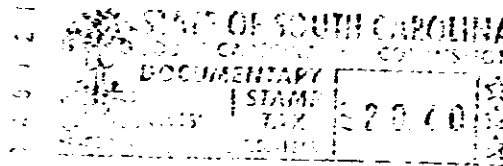
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand Nine Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 _____ State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 85 on plat of Devenger Place, Section 3, recorded in Plat Book 5 P at page 99 and having such courses and distances as will appear by reference to said plat, and as set out below:

Beginning at an iron pin on Hedgewood Terrace at the joint front corner of the within property with Bloomfield Lane and running thence along Bloomfield Lane, N. 1-11 E. 125.22 feet to an iron pin; thence along the rear line of Lot 85, S. 85-42 E. 90.0 feet to an iron pin, joint rear corner of Lots 84 and 85; thence with the joint line of said lots, S. 1-11 W. 150.22 feet to an iron pin on Hedgewood Terrace; thence along said Terrace, N. 85-42 W. 65.0 feet to an iron pin in curve; thence with curve, N. 42-16 W. 36.3 feet to an iron pin, the point of beginning.

Being the same property conveyed by The Vista Co., Inc. by deed recorded herewith.



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which has the address of 168 Hedgewood Terrace, Route 4, Greer, S.C. 29651 (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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