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DONNIE S. TANKERS

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MORTGAGE

THIS MORTGAGE was made this 13th day of July 1979, between the Mortgagor, James C. Jernigan and Katherine S. Jernigan (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 Fourteen thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 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 1st, 2001.

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:

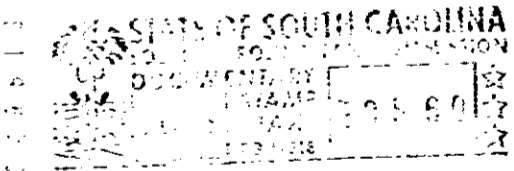
ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the southern side of the cul-de-sac of Pryor Road, in the Count of Greenville, State of South Carolina, being shown and designated as Lot No. 80 of Section 2 on Plat of Avondale Forest dated August 18, 1964, prepared by Piedmont Engineers & Architects, recorded in Plat Book BBB at Page 36 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 80 and 81 on the southern side of the cul-de-sac of Pryor Road and running thence along the common line of said lots S. 26-35 E. 190.9 feet to an iron pin at the joint rear corner of said lots; thence N. 89-02 W. 200 feet to an iron pin at the joint rear corner of Lots 78 and 80; thence N. 22-34 E. 170.4 feet to an iron pin on the southern side of said cul-de-sac at the joint front corner of Lots 79 and 80; thence along said cul-de-sac N. 79-00 E. 50 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Premier Investment Co., Inc., recorded September 8, 1972, in Deed Book 954 at Page 433.

It is expressly acknowledged by the borrowers that this mortgage is nontransferrable.

It is further expressly acknowledged by the borrowers that any default/violation of the terms of this mortgage is also considered and will constitute a violation in the terms of that mortgage of the borrowers to Fidelity Federal savings and Loan Association dated September 5, 1972 and recorded September 8, 1972 in Mortgage Book 1248, at Page 396 in the original amount of \$26,350.00.



which has the address of 402 Pryor Rd., Taylors, S. C. 29687, Greenville County (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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