

FILED
S.C.

MORTGAGE

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THIS MORTGAGE is made this 20th day of August, 1979, between the Mortgagor, EDGAR J. CURTIS and PATRICIA R. CURTIS, (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").

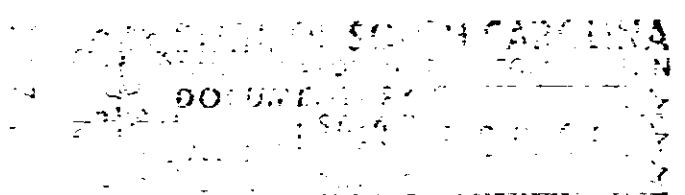
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-SIX THOUSAND FIVE HUNDRED & NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known as Lot 139, Sugar Creek, as shown on plat of Map # 4, section 1, Sugar Creek, by C. O. Riddle and recorded in Plat Book 5D, at Page 72 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint front corner of Lots 139 and 140 and running thence N. 71-13-21 E. 121.30-feet; thence S. 13-56-53 E. 55.63-feet to a point; thence S. 27-25-13 E. 100.93-feet to a point; thence N. 89-40 W. 162.07-feet to a point; thence N. 00-20 E. 24.66-feet to a point; thence N. 09-13-19 W. 79.97-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed from M. G. Proffitt, Inc. being recorded herewith; and being conveyed to M. G. Proffitt, Inc. by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc., a South Carolina Corporation, being recorded of even date herewith.



which has the address of 123 Sugar Creek Lane Greenville, South Carolina (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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