

101 E. WASHINGTON STREET, Post Office Box 1268, Greenville, S. C. 29602

RECORDED
SEP 24 '79
M. W. HERSLEY

MORTGAGE

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THIS MORTGAGE is made this 23 day of AUGUST, 1979, between the Mortgagor, JAMES W. BALL AND DEBORAH B. BALL (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 FORTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST 23, 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 SEPTEMBER 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 and the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being known and designated as Lot No. 15 on a Plat of Devenger Place, Section 7 which is recorded in Plat Book 5 P at Page 3, R.M.C. Office, Greenville County, South Carolina, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Richfield Terrace at the joint front corner of Lots Nos. 15 and 16 and running with said line S. 3-49 E. 150 feet to a point; thence running S. 86-11 W. 90 feet to a point; thence running N. 3-49 W. 150 feet to a point; thence running with said Richfield Terrace N. 86-11 E. 90 feet to the point of beginning.

Derivation: Deed Book 1109, Page 992 - James D. Cochran and Judy P. Cochran 8/23/79

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which has the address of 107 Richfield Terrace, Devenger Place Greer, S. C. 29651 (herein "Property Address");
[Street] [City] [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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