

FILED
S. C.
3 44 PM '79
HARRISLEY

MORTGAGE

THIS MORTGAGE is made this 10th day of October 1979, between the Mortgagor, Frederick E. Jones and Linda T. Jones (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 Twenty-four Thousand and No/100 (\$24,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 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 October 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 with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 6, Block A, Augusta Court, on plat recorded in Plat Book F, page 124 in the RMC Office for Greenville County, S. C., and as shown on a more recent plat entitled Property of Frederick E. Jones and Linda T. Jones prepared by Jones Engineering Service dated October 8, 1979, recorded in Plat Book 7R page 50, and according to said more recent plat, having the following courses and distances, to-wit:

BEGINNING at an iron pin on the northeasterly side of Augusta Street, joint front corner of Lots 5 and 6, which iron pin is 201.5 feet from Augusta Court; turning and running thence with the right of way for Augusta Street N 24-35 W 100 feet to an iron pin; thence turning and running S 55-30 W 270 feet to an iron pin; thence turning and running with the rear of property herein described S 37-57 E 103 feet to an iron pin, joint rear corner of Lots 5 and 6; thence turning and running with the common line of Lots 5 and 6 N 54-30 E 246.7 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Clarence B. Martin, Jr., to be recorded herewith

STATE OF SOUTH CAROLINA
DOCUMENTARY
ISSUED

GCTO
0011
79
1045

which has the address of 2510 Augusta Street 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 seised 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.

0037

4328 RV-2