

GREENVILLE CO. S. C.
NOV 23 10 17 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 20th day of November 19. 79., between the Mortgagor, Joseph M. Heim and Susan A. Heim (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").

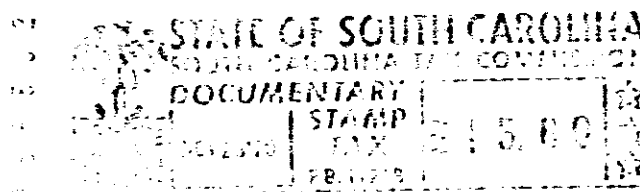
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-nine Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 20., 1979. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1., 2007.

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 buildings and improvements thereon, situate, lying and being on the eastern side of Phillips Lane in Greenville County, South Carolina, being known and designated as Lot No. 9 as shown on a plat entitled SECTION ONE, QUAIL RIDGE, prepared by C. O. Riddle, dated March 4, 1977, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-P at Page 73 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Phillips Lane at the joint front corner of lots nos. 8 and 9 and running thence along the common line of said lots, N. 72-03 E. 180.5 feet to an iron pin; thence along the common line of lots nos. 3 and 9, S. 8-40 E. 60.7 feet to an iron pin at the joint corner of lots nos. 2, 3 and 9; thence along the common line of lots nos. 2 and 9, S. 35-18 W. 72 feet to an iron pin; thence S. 73-37 W. 119.3 feet to an iron pin on the eastern side of Phillips Lane; thence along the eastern side of Phillips Lane, N. 14-25 W. 100 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of John W. Bryan and Cynthia A. Bryan to be recorded herewith.



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which has the address of 300 Phillips Lane Greenville, S.C. 29651 (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.

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