

MORTGAGE

Dec 5 4 23 PM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 5th day of December, 1979, between the Mortgagor, Jimmy Norman Davis (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").

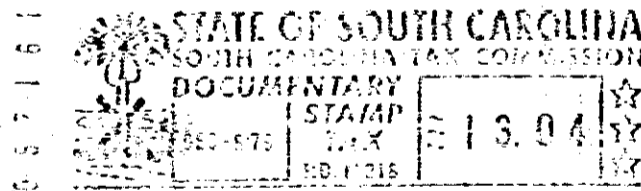
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-two thousand five hundred seventy-nine & 99/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1st, 2006.

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, situate, lying and being on the northern side of Bethel Road, Greenville County, South Carolina, being shown and designated as Lot 34 on a Plat of MONTCLAIRE, Section 3, recorded in the RMC Office for Greenville County in Plat Book WWV, at Page 57, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Bethel Road, joint front corner of Lots 34 and 35, and running thence N. 27-38 E. 150 feet; thence S. 62-22 E. 104.6 feet to a point on Archdale Drive; thence S. 29-18 W. 125.1 feet to a point at the intersection of Archdale Drive and Bethel Road; thence running with said intersection, S. 73-36 W. 35.8 feet to a point on the northern side of Bethel Road; thence along said Bethel Road, N. 62-22 W. 75.2 feet, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Thomas E. Lowrance, dated December 5, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1116, at Page 909 on December 5, 1979.



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which has the address of 405 Bethel Road Montclaire S/D Mauldin,
[Street] [City]
Greenville, County (herein "Property Address");
[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 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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