

10 24 AM '80
M.C. SPERSLEY

MORTGAGE

THIS MORTGAGE is made this 8th day of February 19. 80, between the Mortgagor, David L. Mims and Anida P. Mims (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 Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 8, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1995

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 _____, State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, City and County of Greenville, shown as Lot 6 on plat of Property of Markley Realty Co., recorded in Plat Book C at page 143 and on plat of Property of David L. Mims and Anida P. Mims, recorded in Plat Book 7-V at page 19 and having such courses and distances as will appear by reference to the latter plat.

Together with the perpetual right to use of open court west of lot and to railway track and side tract south of lot by means of alley and to alley extending from lot on north to another alley leading to Main Street.

Also all rights under agreement between J. H. Rush and Courier Printing Company to party wall between lot and Jones Bates lot with easements and privileges connected therewith.

Being the same property conveyed by Scurry & Nixon, Inc. by deed recorded herewith.

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF SOUTH CAROLINA
DOCUMENTARY
\$10.00

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which has the address of 422 South Main Street, Greenville, S. C. (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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