

RECORDED
S. C.
APR 12 AM '80
W. B. BRUCE, RLS

MORTGAGE

THIS MORTGAGE is made this 10 day of April 1980, between the Mortgagor, Francis R. Nicholson and William D. Arrington (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 Fifty One Thousand, Two Hundred Fifty Two and 82/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 10, 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 April 1, 2008.

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 in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the northern side of Mountain View Avenue and being shown and designated as all of Lot No. 19 and part of Lot No. 20 on a plat entitled "BUIST CIRCLE" recorded in the RMC Office for Greenville County in Plat Book C at Page 10, and having according to a recent survey entitled "Property of Francis R. Nicholson and William D. Arrington" prepared by R. B. Bruce, RLS, April 8, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of W. Mountain View Avenue, which point is 175 feet west of the intersection of said Avenue with Townes Street and running thence along West Mountain View Avenue, N. 80-20 W. 75 feet to an iron pin; thence N. 9-43 E. 232.5 feet to an iron pin on the south side of a ten foot alley (sometimes called Angel Alley); thence with said alley, S. 72-54 E. 75.7 feet to an iron pin; thence S. 9-43 W. 222.7 feet to point of beginning.

Being the same property conveyed to the Mortgagors by deed of Cecil L. Duffie, Jr. of instant date to be recorded herewith.

which has the address of 108 W. Mountain View Avenue, Greenville, S. C. (Street) (City) (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 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.

5
0
4
0

4328 RV-2