

MORTGAGE

THIS MORTGAGE is made this 30th day of June, 1980, between the Mortgagor, James F. Henry (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").

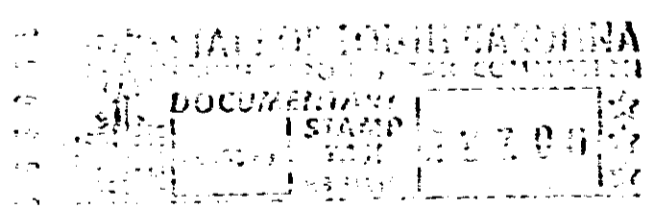
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED (\$67,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2010

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 in Greenville County, South Carolina, being shown and designated as Lot 96 on a Plat of HOLLY TREE PLANTATION, Phase III, Section I, recorded in the RMC Office for Greenville County in Plat Book 6-H, at Page 75, and having, according to a more recent survey by Freeland & Associates, dated June 23, 1980, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Gilden Lane, joint front corner of Lots 96 and 97, and running thence with the common line of said Lots, S 68-00 E, 170.0 feet to an iron pin; thence with the rear line of Lot 96, S 36-36 W, 151.0 feet to an iron pin, joint rear corner of Lots 95 and 96; thence with the common line of said Lots, N 43-30 W, 165.0 feet to an iron pin on the eastern side of Gilden Lane; thence with Gilden Lane, N 40-30 E, 35.0 feet; thence continuing with Gilden Lane, N 31-00 E, 45.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Foothills Delta P, Inc., dated June 30, 1980, to be recorded simultaneously herewith.



which has the address of 105 Gilden Lane, Simpsonville, S. C. 29681, (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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