

FILED S.C.
JUL 13 AM '80
SPENCER SLEY

MORTGAGE

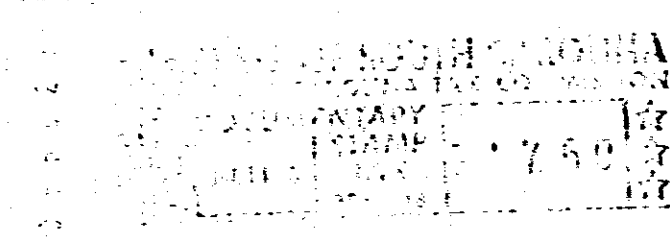
THIS MORTGAGE is made this 14th day of July, 1980, between the Mortgagor, Robert B. Jones, Jr. and Clare C. Jones (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand and No/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 14, 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 piece, parcel or lot of land situate, lying and being on the southeastern side of Carolina Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 10, Block "J", East Highlands Section No. 5, on a plat prepared by Dalton & Heves, dated February, 1941, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book K at Page 80, and having, according to a more recent plat of "Property of Robert B. Jones, Jr., and Clare C. Jones", dated July 1, 1980, prepared by R.B. Bruce, RLS, the following metes and bounds:

Beginning at a point on the southeastern edge of Carolina Avenue at the joint front corner of lots 9 and 10 and running thence along a line of lot 9, S. 76-39 E., 194.7 feet to a point; thence S. 0-24 E., 110.0 feet to a point; thence along a line of Lot 11, N. 63-50 W., 238.3 feet to a point on the southeastern edge of Carolina Avenue; thence with the curve of the southeastern edge of Carolina Avenue as the line, the chord of which is N. 25-14 E., 55.0 feet to the beginning corner, and being the same property conveyed to Robert B. Jones, Jr. and Clare C. Jones by a Deed from Maude C. Cathcart dated June 18, 1976 and recorded on June 18, 1976, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1038 at Page 224.



which has the address of 223 Carolina Avenue Greenville,
(Street) (City)
S. Carolina 29607 (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.

SC10 - 2 JUL 14 80 1511

4.0001

0564

4328 RV-2