

MORTGAGE

FILED GREENVILLE CO. S. C. THIS MORTGAGE is made this 14th day of October 1980, between the Mortgagor, Marvin C. Jones, Jr. and Robye B. 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").

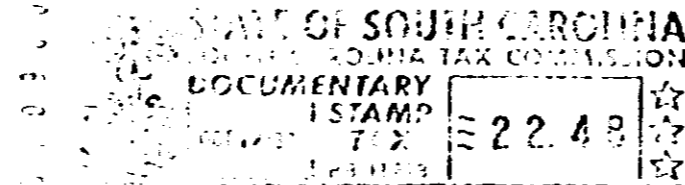
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-six Thousand One Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 14, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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, with all buildings and improvements, situate, lying and being at the northwestern corner of the intersection of Berryhill Road with Lake Fairfield Drive, in Greenville County, South Carolina, being shown and designated as the major portion of Lot No. 11 and a small triangular strip of Lot No. 12 on a plat of LAKE FOREST, SECTION 1, made by Piedmont Engineering Service, dated July, 1953, recorded in the RMC Office for Greenville County, S. C., in Plat Book GG, page 17, and having according to a more recent plat thereof made by Freeland & Associates, dated August 22, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Lake Fairfield Drive, (said iron pin being located 20 feet southwest from the original joint front corner of Lots Nos. 11 and 12) and running thence with the curve of the northwestern side of Lake Fairfield Drive and Berryhill Road the following courses and distances: S. 15-38 W., 35.6 feet to a point, S. 60-40 W., 52.6 feet to a point, S. 81-54 W., 56.8 feet to a point, and S. 84-10 W., 80 feet to an iron pin; thence with the rear lot line of Lot No. 11, N. 5-32 E., 164.4 feet to an iron pin; thence with the line of Lot No. 12, N. 9-04 E., 25 feet to an iron pin; thence S. 53-10 E., 214.2 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Annette E. Ball to be recorded simultaneously herewith.



which has the address of 108 Lake Fairfield Drive, Greenville, South Carolina 29615 (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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