

FILED
S.C.
27 PM '80

MORTGAGE

1523 880

GREENVILLE
MERRISLEY

THIS MORTGAGE is made this 29th day of December 1980, between the Mortgagor, E. James White, Jr. and Kathryn B. White (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-eight Thousand and no 100 (\$48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 29, 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 January 1, 2011.

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 the improvements thereon, situate, lying and being on the northern side of Holly Hill Lane in the County of Greenville, State of South Carolina, being shown as Lot No. 9 on a plat of Holly Hill, Section 1 and 2, dated February 17, 1977, and amended April 5, 1977, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 5-P at page 85 in the R.M.C. Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northern side of Holly Hill Lane, joint front corner of Lots Nos. 9 and 10, and running with the line of said lots, N. 12-42 E., 165.6 feet to a point in the rear line of Lot No. 17; thence with the line of Lots 17 and 9, S. 87-57 E., 14 feet to a point, joint rear corner of Lots 17 and 18; thence with line Lots 18 and 9, S. 71-43 E., 128.5 feet to a point, joint rear corner of Lots Nos. 8 and 9; thence with the line of said lots, S. 30-55 W., 178.4 feet to a point in the northern side of Holly Hill Lane, joint front corner of Lots 8 and 9; thence with the northern side of Holly Hill Lane, N. 68-12 W., 87 feet to the point and place of beginning.

For deed into mortgagors, see deed from Merrill Lynch Relocation Management, Inc., dated October 30, 1980, and recorded herewith.

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which has the address of 107 Holly Hill 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 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.

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