

GREENVILLE CO. S.C.
10 03 1978
S. J. TAYLOR
S.C.

39740

BOOK 78 1720
PAGE 1456 984

MORTGAGE

THIS MORTGAGE is made this 20th day of December 1978, between the Mortgagor, Charles F. Kelley and Joan T. Kelley (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 Seventy-six Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 1978 (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, 2009; and whereas the property described in the northern side of Partridge Drive; thence with said Drive, N. 81-22 E., 189.1 feet to the point of beginning.

The above property is the same property conveyed to Charles F. Kelley and Joan T. Kelley by deed of Joseph H. Keith, III and Nancy C. Keith recorded August 16, 1976 in Deed Book 1041 at Page 255.

which has the address of Route 12 Partridge Drive Greenville, S. C. 29609 (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.

SOUTH CAROLINA - 1 to 4 Family - 6/75 - FAMA FILM UNIFORM INSTRUMENT

REC'D BY MAIL 1-12-80
DEC 20 1978
BY Richard C. Power
Assistant Vice President
Main J. Lee
7516
DEC 13 1982
GREENVILLE S.C.
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