

Return/ Robert A. Clay, Attorney

FILED  
GREENVILLE CO. S. C.

# MORTGAGE

BOOK 1449 PAGE 416

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DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 6th day of November, 1978, between the Mortgagor, Mark Wade Jones and Frances N. 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 Seventy-Four thousand Nine Hundred & NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11/6/78 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2008;

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: being on the southeastern side of Sagramore Lane in Austin Township, being shown and designated as Lot No. 84 on a plat of Holly Tree Plantation, Section III, made by Piedmont Engineers, Architects & Planners, dated October 11, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6-H at Page 81, reference to which is hereby craved for the metes and bounds thereof.

The above described property is hereby conveyed subject to rights of way, easements and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property and specifically to a 25 foot sanitary sewer easement crossing through the rear portion thereof.

This being the same property conveyed by deed from Camelot, Inc., a South Carolina Corporation unto Mark Wade Jones and Frances N. Jones, said deed being dated November 2, 1978, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1091 at page 366 the 6 day of November, 1978.

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which has the address of Lot 84, Sagramore 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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