

FILED
GREENVILLE CO. S. C.
MAY 1 9 47 AM '79
DONNIE S. TANKERSLEY
R.H.C.

vcl 1404 PAGE 900

MORTGAGE

THIS MORTGAGE is made this 25th day of April 1979, between the Mortgagor, Billy K. McAbee and Janet C. McAbee (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 Sixteen Thousand Five Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 25, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1989;

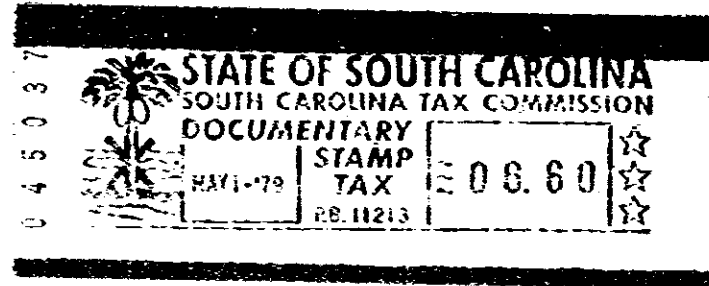
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in Greenville County, South Carolina, being known and designated as Lot 88 of Sans Souci Development Company, and according to plat made by Dalton & Neves, Engineers, July, 1930, recorded in Plat Book H, pages 185 and 186, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of West Decatur Street, joint front corner of Lots 87 and 88, and running thence with the line of said Lots, N. 83-45 W. 266.3 feet; thence N. 25-09 E. 63.4 feet; thence with line of Lot 89, S. 83-45 E. 245.8 feet to an iron pin on west side of West Decatur Street; thence with West Decatur Street, S. 6-15 W. 60 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of B. H. Trammell, which Deed was recorded on August 17, 1956, in the RMC Office for Greenville County in Deed Book 559-332.

Mortgagee's address is P. O. Box 1268, Greenville, S. C. 29602



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which has the address of 118 W. Decatur Street 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 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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