

FILED
S. C.
AUG 28 PM '79
H. W. RUSLEY

YOUVE GOT TO GO TO THE SOUTH
VL 1419 430

MORTGAGE

THIS MORTGAGE is made this 31st day of August, 1979, between the Mortgagor, John J. Stubblefield, Sr. & Carol F. Stubblefield (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").

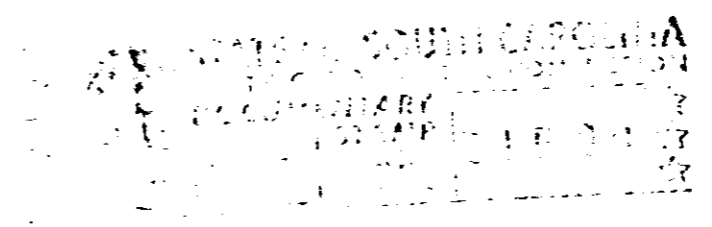
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Seven Thousand Five Hundred (37,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009.

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 certain piece, parcel or lot of land with buildings and improvements thereon, lying, situate and being in Chick Springs Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 2, St. Marks Road on Plat prepared by Gould & Associates, Surveyors, dated July 9, 1979 and having the following metes and bounds to-wit:

BEGINNING at an iron pin at the joint corner of St. Marks Road and Old Rutherford Road, and running with said St. Marks Road N. 36-52 W. 120 feet to an iron pin; thence with the joint line of Lot No. 2 and Lot No. 3, S. 61-05 W. 75 feet to an iron pin; thence with the joint line of Lots 2 and 1 S. 36-52 E., 120 feet to an iron pin on the Old Rutherford Road; thence with said Road, N. 61-05 E., 75 feet to an iron pin on St. Marks Road, the point of beginning.

This being the same property conveyed to the mortgagors herein by the deed of Corrine D. Malone, recorded in the RMC Office for Greenville, S.C. in Deed Book 1095, Page 460, recorded January 16, 1979. The Above described property is a portion of Lots No. 1 & 2 as shown on a Plat of "Subdivision For Columbia Investment Co" recorded in the RMC Office in Plat Book KKK at Page 73, dated July 9, 1965 prepared by Piedmont Engineers & Architects.



which has the address of Units 3 & 4, St. Marks Manor, St. Marks Rd, Greenville (City) S.C. 29687 (State and Zip Code) (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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