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FILED GREENVILLE CO. S.C. JAN 10 3 26 PM '80 DONNIE TANKERSLEY R.M.C. MORTGAGE

POO-1490 PAGE 506 BOOK 1482 PAGE 938

THIS MORTGAGE is made this 5th day of December 1979, between the Mortgagor, John L. Neubia and Frances H. Neubia

(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 Nine Hundred Sixty-Three and 74/100 (\$37,963.74) Dollars, which indebtedness is evidenced by Borrower's note dated 5 December 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 1 December 2004.

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 in the County of Greenville, State of South Carolina, on the northerly side of Leyswood Drive, being shown and designated as Lot No. 94-A, on plat of Wade Hampton Gardens, Section III, recorded in the RMC Office for Greenville County, S. C., in Plat Book "YY", at Page 179, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Leyswood Drive at the corner of Lot No. 94 and running thence with the northerly side of said Drive, S. 74-33 W. 100 feet; thence S. 86-42 W. 78.5 feet to an iron pin at the corner of Lot No. 66; thence with line of said lot, N. 27-03 E. 123.2 feet to an iron pin at the corner of Lot No. 67; thence with line of said lot, N. 62-24 E. 89.1 feet to an iron pin in the line of Lot No. 94; thence with line of said lot, S. 18-17 E. 126 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Diana B. Hoyle, dated 5 December 1979, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268, Greenville, South Carolina 29602.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX STAMP

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which has the address of 107 Leyswood Drive Greenville South Carolina 29615 (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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