

MORTGAGE

THIS MORTGAGE is made this 17th day of August 1978, between the Mortgagor, Kirit H. Pandya and Madhavi K. Pandya (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 E. Washington Street, Greenville, South Carolina (herein "Lender").

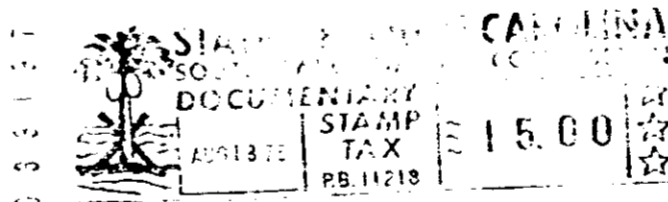
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Seven Thousand, Five Hundred and No/100 (\$37,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southern side of Colvin Road, in Greenville County, South Carolina, being shown and designated as Lot No. 45 on a plat of HERITAGE HILLS made by Piedmont Engineers & Architects, dated May 26, 1964, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book YY at page 187, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Colvin Road at the joint front corners of Lots Nos. 44 and 45; and running thence with the common line of said lots, S. 9-45 E., 170 feet to a point; thence N. 80-15 E., 105 feet to a point at the rear corners of Lots Nos. 45 and 46; thence with the common line of said lots, N. 9-45 W., 170 feet to a point on Colvin Road; thence with the southern side of Colvin Road, S. 80-15 W., 105 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Patricia Q. Ratliff, to be recorded herewith.



which has the address of 120 Colvin Road, 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 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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