

Mortgagee's mailing address: 101 E. Washington St., Greenville, S. C.

BOOK 1452 PAGE 407

# MORTGAGE

THIS MORTGAGE is made this 8th day of December 19.78., between the Mortgagor, Raymond Moretti and Betty Jo Moretti (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").

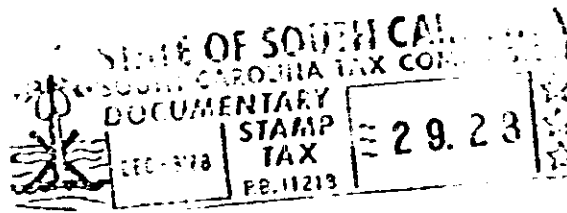
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Three Thousand Two Hundred and No/100 (\$73,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 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, situate, lying and being on the southeast side of the cul de sac of Fish Brook Way, in Austin Township, Greenville County, State of South Carolina, being shown and designated as Lot No. 63 on a Plat of Holly Tree Plantation, made by Enwright Associates, Inc., Engineers, dated May 28, 1973, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 32-37, inclusive, reference to which is hereby craved for the metes and bounds thereof.

The above described property is subject to building setback lines and easements shown on the said plat, to the 25 foot sewer line easement affecting said lot and to the Declarations of Covenants and Restrictions, recorded in Deed Book 977 at Page 583.

This being the same property conveyed to the mortgagors herein by deed of North-South Enterprises, a Partnership, dated August 15, 1978 and recorded in the RMC Office for Greenville County on the 16th day of August, 1978 in Deed Book 1085 at Page 356.



which has the address of Lot 63, Fish Brook Way Greenville South Carolina (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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