

GREENVILLE CO. S.C.
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BOOK 1402 PAGE 588

MORTGAGE

THIS MORTGAGE is made this 11th day of December 1978, between the Mortgagor, Ouita Fae Nickles (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 Four Hundred Ninety-Four and 16/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 11, 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 December 1, 1995.

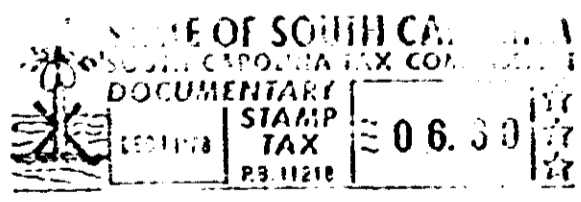
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 all improvements thereon situate, lying and being in the County and State aforesaid being known and designated as Lot 28, Map No. 1, Section 1 on plat of Foxcroft prepared by C. O. Riddle, R.L.S., recorded in the R.M.C. Office for Greenville County in Plat Book 4-F at pages 2-4 and being more particularly described on plat entitled "Property of Ouita Fae Nickles" prepared by Dalton & Neves Co., Engineers, dated December 1978, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Queen Anne Road, joint front corner of Lots No. 28 and 29 and running with the common line of said Lots, N. 3-49 W. 165 feet to an iron pin; thence S. 86-11 W. 128 feet to an iron pin, joint rear corner of Lots No. 28 and 27; thence with the common line of Lots No. 28 and 27, S. 3-49 E. 165 feet to an iron pin on Queen Anne Road; thence with the right-of-way of Queen Anne Road, N. 86-11 E. 128 feet to an iron pin, the point of beginning.

Subject to easements, restrictions and rights-of-way, if any, affecting the above described property.

Being the identical property conveyed to the Mortgagor herein by deed of David D. and Lois M. Walczyk dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1093 at page 554.



which has the address of 21 Queen Anne Road, Greenville, South Carolina (herein "Property Address");
29615 (Street) (City) (State and Zip Code)

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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