

GREENVILLE CO. S. C.
DEC 14 3 35 PM '78
CONNIE S. TANNERLEY
REC'D.

MORTGAGE

BOOK 1452 PAGE 897

THIS MORTGAGE is made this 14 day of December, 1978, between the Mortgagor, Thomas J. Gaul and Jacquelyn C. Gaul (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").

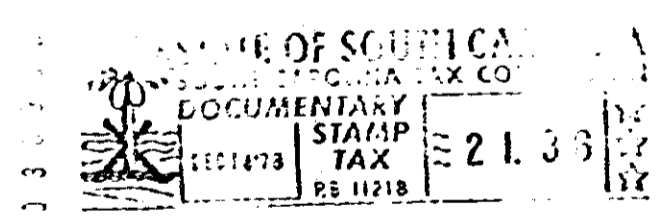
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Three Thousand Three Hundred Fifty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 14, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007.

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 or to be constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 34 of a subdivision known as River Downs, according to a plat thereof prepared by Piedmont Engineers, Architects and Planners, dated July 17, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4 R at Pages 75 and 76 and having the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Shetland Way at the joint front corner of Lots 34 and 35 and thence with the common line of said lots, N. 39-55 E. 250 feet to a point; thence S. 59-09 E. 131.47 feet to a point at the joint rear corner of Lots 33 and 34; thence with the common line of Lots 33 and 34, S. 42-00 W. 270 feet to a point on the northeastern side of Shetland Way; thence with the northeastern side of Shetland Way, N. 50-30 W. 120 feet to the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from Heritage Homes, Inc. recorded in the Greenville County R.M.C. Office on June 30, 1978.



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Fidelity Federal Savings & Loan Association
101 East Washington Street
Greenville, S. C. 29601

which has the address of Shetland Way Greenville,
[Street] [City]
S. C. (herein "Property Address");
[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 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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