

1443 REG 339

MORTGAGE

THIS MORTGAGE is made this 6th day of September 1978, between the Mortgagor, Mudhafar S. Shukur and Feriyal A. Shukur (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").

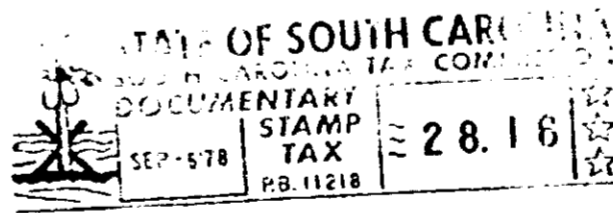
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand Four Hundred (\$70,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 6, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, 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 lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 51 on a plat of Pelham Estates, Section 111, recorded in Plat Book 4G at Page 13 in the R.M.C. Office for Greenville County and having, according to said plat the following metes and bounds: Beginning at an iron pin at the joint front corner of Lots 51 and 52 and running thence with said lot line N 72-31 W 280 feet to an iron pin; thence N 29-22 E 204.1 feet to an iron pin; thence S 72-31 E 240 feet to an iron pin on Ashburn Place; thence along Ashburn Place S 17-29 W 200 feet to the point of beginning.

This property is conveyed subject to restrictions recorded in Deed Book 772 at Page 237 and also conveyed subject to all other easements, restrictions and rights of way of record and on the ground which affect said lot, including a drainage easement as shown on recorded plat.

This being the same property conveyed to Mudhafar S. Shukur and Feriyal A. Shukur by Robert Gene Kunkel and Theresa C. Kunkel by deed dated September 6, 1978 and recorded September 6, 1978 in Deed Book 1086 at Page 822, in the R.M.C. Office for Greenville County.



which has the address of 15 Ashburn Place, 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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