

FILED
GREENVILLE CO. S. C.

SEP 18 3 41 PM '78

DOUGLAS S. TANKERSLEY
R.M.C.

MORTGAGE

Wm T. Tankersley
106 Park Street
Greenville, S.C. 29601
BOOK 1444 PAGE 534

THIS MORTGAGE is made this 15th day of September, 1978, between the Mortgagor, Rebecca Mae Fernald (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 Six Thousand Fifty and No/100 (\$56,050.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 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 October 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, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and designated as Lots 11 and 12 and Lots 4 and 5 on Plat of Lakewood Subdivision, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y, Pages 136 and 137, and having according to said plat, the following metes and bounds, to-wit:

Lots 11 and 12

BEGINNING at an iron pin on the northerly side of De Forest Circle, joint front corner Lots 12 and 13 and running thence in a northwesterly direction 169 feet to a point in the high water line of Saluda Lake at the joint rear corner with Lot 13; thence along the high water line of Saluda Lake, the traverse line being northeasterly 172.3 feet to a point, at the high water line of Saluda Lake at the rear corner of Lots 10; thence in a southeasterly direction 228 feet to an iron pin on De Forest Circle, joint front corner Lots 10 and 11; thence in a southwesterly direction along De Forest Circle, 158.9 feet to an iron pin, the point of beginning.

Lots 4 and 5

BEGINNING at an iron pin in the intersection of De Forest Circle and Deborah Lane, and running thence along Deborah Lane in a southwesterly direction 137.5 feet; thence continuing in a southwesterly direction 80 feet to an iron pin, joint rear corner Lots 3 and 4; thence along the line of Lot 3, 88.8 feet to an iron pin on De Forest Circle; thence along De Forest Circle in a northwesterly direction as follows: 68 feet, 10.8 feet and 40.7 feet; thence in a southwesterly direction along De Forest Circle 145.5 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of J. G. Miller, dated September 15, 1978 and recorded September 18, 1978 in the RMC Office for Greenville County, S. C., in Deed Book 1088, Page 30. (Continue on back)

which has the address of 239 Deborah Lane, 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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RECORDED