

FILED  
GREENVILLE CO. S. C.  
SEP 19 3 33 PM '78  
DONNIE S. TANKERSLEY

# MORTGAGE

BOOK 1444 PAGE 736

THIS MORTGAGE is made this 15th day of September 1978, between the Mortgagor, Frances Carlton (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 Thirty Nine Thousand and No/100 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, 1993.

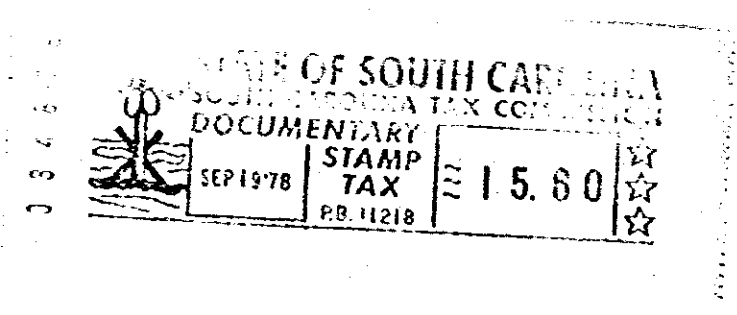
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Highland Township, on the southwestern side of Mush Creek Church Road, now known as Bailey Road, containing 6.158 acres, being shown as a portion of property of John T. Cox Estate, prepared by H. S. Brockman, Surveyor, dated February 17, 1938, recorded in Plat Book 00 at Page 307 and being shown on a more recent plat prepared for Percy Hagan by Webb Surveying & Mapping Co. dated August, 1978 being recorded in the RMC Office for Greenville County in Plat Book 6-T at Page 59 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Bailey Road which point lies approximately 1/2 mile northwest from Tigerville Road, and running thence with the line of property, now or formerly owned by Howard S. 53-00 W. 708.4 feet to an old iron pin; thence N. 26-29 W. 294.51 feet to an iron pin; thence N. 30-54 W. 243.50 feet to an iron pin; thence N. 76-19 E. 676.79 feet to a nail and cap in Bailey Road; thence with said Road S. 47-36 E. 80 feet to a nail and cap; thence continuing with said road S. 34-41 E. 185.4 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Percy Hagan of even date and to be recorded herewith.

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which has the address of \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (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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