

SEP 28 3 44 PM '78

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 1978 between the Mortgagor, John P. Nickerson

(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 Six Thousand Nine Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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.

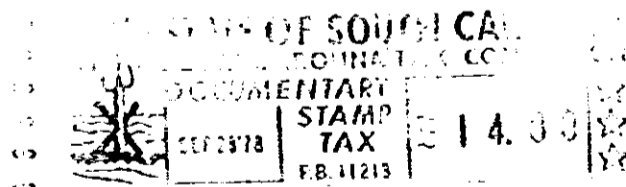
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being known and designated as Lot No. 234, intersection of Winterfield Place and Charter Oak Drive, Peppertree Subdivision, as shown on a plat of Peppertree, Section No. 2, dated June 15, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at page 19, and being more particularly described as follows:

BEGINNING at a point on the northeastern side of Charter Oak Drive at the corner of Lots No. 234 and 133; thence along said side of Charter Oak Drive S. 44-00 E. 50.0 feet to a point; thence continuing along said side of Charter Oak Drive S. 51-00 E. 75.0 feet to a point; thence continuing along said side of Charter Oak Drive as it intersects with Winterfield Place, N. 79-36 E. 36.5 feet to a point on the northern side of Winterfield Place; thence continuing along said side of Winterfield Place, N. 36-19 E. 31-0 feet to a point; thence continuing along said side of Winterfield Place, N. 46-08 E. 19.0 feet to a point at the joint corner of Lots 233 and 234; thence N. 37-20 W. 136.4 feet to a point on the southern boundary of Lot 133; thence along said southern boundary, S. 47-52 W. 105.0 feet to a point, the point of beginning.

This being the same property conveyed to Mortgagor herein by deed of Terresa Pierce Craven dated 28th September 1978 and recorded September 1978 in Deed Book 1088 at page 822 of the R.M.C. Office for Greenville County.

Address of Mortgagee: 101 East Washington Street, Greenville, S.C.



which has the address of 1300 Charter Oak Drive, Taylors

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 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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