

MORTGAGE

BOOK 1446 PAGE 239

THIS MORTGAGE is made this 28th day of SEPTEMBER 1978, between the Mortgagor, JAMES O. SKELTON, JR., AND MARIAN T. SKELTON (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").

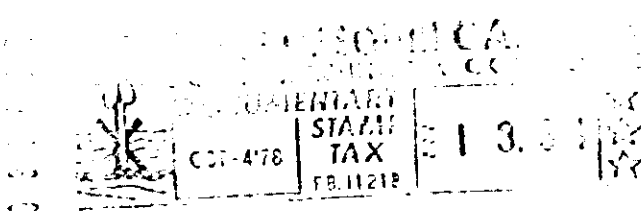
WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND SIX HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 28, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 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 on the northwestern side of Montclaire Road in the County of Greenville, Town of Mauldin, State of South Carolina, being shown and designated as Lot No. 144 on a plat of Section 3, Montclaire Subdivision, recorded in the RMC Office for Greenville County, in Plat Book WW, at Page 57, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Montclaire Road at the joint front corner of Lots 144 and 145, and running thence along the common line of said Lots N. 60-42 W. 171.9 feet to an iron pin; thence running N. 29-37 E. 90 feet to an iron pin; thence running along the common line of Lots 144 and 143 S. 60-42 E. 171.4 feet to an iron pin on the northwestern side of Montclaire Road; thence along the said Montclaire Road S. 29-18 W. 90 feet to the point of beginning.

Derivation: Deed Book 919, Page 107 - Prestige Homes, Inc. 6/28/71



which has the address of 121 Montclaire Road, Mauldin, S. C. 29662 (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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