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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 23rd day of October 1978, between the Mortgagor, William L. and Raja Eckstein (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 One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 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 March 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 in the State of South Carolina, Greenville County, lying on the eastern side of Foot Hills Road and the northern side of Hickory Lane and being shown and designated as Lot No. 99 on a plat of Green Valley Subdivision, prepared by Piedmont Engineering Company, dated December 20, 1957, recorded in the R.M.C. Office for Greenville County in Plat Book QQ, Pages 2 and 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Hickory Lane at the joint front corner of Lots 98 and 99 as shown on said plat and running thence with the common line of said lots N. 2-00 E. 280 feet to an iron pin in the edge of the golf course and at the joint rear corner of said lots; thence along the edge of the golf course, N. 88-54 W. 226.4 feet to an iron pin on the eastern side of Foot Hills Road; thence with the eastern side of Foot hills Road as it curves two courses (the chords of which are S. 0-14 W. 130.7 feet and S. 8-17 W. 100 feet) to the beginning of the curve at the northeastern intersection of Foot Hills Road and Hickory Lane, thence rounding the curve of said intersection (the chord of which is S. 37-49 E. 42 feet) to an iron pin on the northern side of Hickory Lane; thence with the northern side of Hickory Lane, S. 84-01 E. 207.3 feet to an iron pin, the point of beginning.

This conveyance is made subject to restrictive covenants recorded in the R. M. C. Office for Greenville County in Deed Book 593, Page 297 and to all other restrictive covenants, set back lines, rights of way or easements of record, as shown on recorded plat(s) and on the premises.

This being the same property acquired by Mortgagor by deed of D. Denby Davenport, Jr. to William L. and Raja Eckstein dated October 7, 1976 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1044 at page 314.

which has the address of 113 Hickory Point Greenville South Carolina 29607 (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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