

GREENVILLE CO. S.C. 29617 MORTGAGE

THIS MORTGAGE is made this 8th day of November 1978, between the Mortgagor, Jack Baker and Eleanor Baker (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 Ninety-Five Thousand and NO/100ths (\$95,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 8, 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.

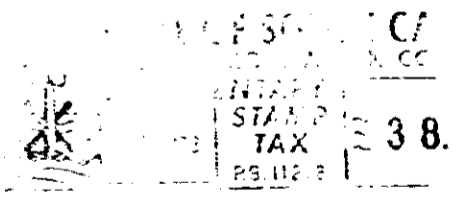
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being shown and designated as Lot No. 38 of Watson's Orchard on plat thereof prepared by Piedmont Engineers and Architects, dated January 31, 1967, recorded in Plat Book 000 at Page 99 in the RMC Office for Greenville County, S.C., said plat entitled "Property of Paul F. Haigler, Jr."; said property having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northern edge of Darien Way, joint front corner of Lots Nos. 37 and 38, and running thence along the joint line of said lots, following the center of a 10-foot drainage easement, N. 13-50 E. 200.0 feet to an iron pin on the rear line of Lot No. 52; thence along the rear lines of Lots Nos. 52 and 50, N. 75-29 W. 201.9 feet to an iron pin at the joint rear corner of Lots Nos. 38 and 39; thence along the joint line of said lots S. 13-15 W. 215.0 feet to an iron pin on the Northern edge of Darien Way; thence along the Northern edge of Darien Way, S. 79-46 E. 200.0 feet to the beginning corner.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

This being the same property conveyed unto Jack Baker and Eleanor by deed of Freddie Lee Perdue, dated and recorded concurrently herewith.



which has the address of 17 Darien Way 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 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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