

Fidelity Federal Savings & Loan Association
P. O. Box 1269
Greenville, South Carolina

BOOK 1450 PAGE 342

MORTGAGE

THIS MORTGAGE is made this 9th day of November 1978, between the Mortgagor, Donald W. Shelley and Susan K. Shelley (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").

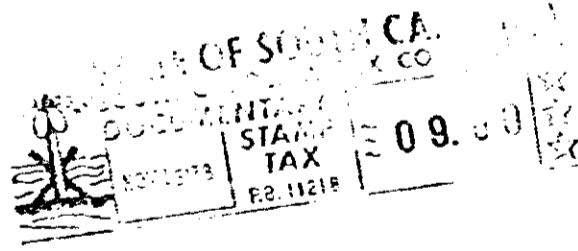
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-two Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 9, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1983

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 situate, lying and being on the southwestern side of Thornwood Lane near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 197 of a subdivision known as Section VI, Chanticleer, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-X at Page 59 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwestern side of Thornwood Lane at the joint front corner of Lots Nos. 196 and 197 and running thence with the southwestern side of said lane S. 41-20 E., 100.0 feet to an old iron pin; thence S. 46-50 E., 100 feet to an old iron pin at the joint front corner of Lots Nos. 197 and 198; running thence with the joint line of said lots S. 43-10 W., 175.0 feet to an old iron pin; thence S. 68-18 W., 20.0 feet to a new iron pin; thence N. 41-42 W., 140.0 feet to an old iron pin at the joint rear corner of Lots Nos. 196 and 197; running thence N. 47-18 E., 185.0 feet to an old iron pin on the southwestern side of Thornwood Lane, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Chanticleer Real Estate Company recorded in the R.M.C. Office for Greenville County in Deed Book 1091 at Page 942 on the 15 day of November, 1978.



GCTO
-----3
NOV 15 1978

which has the address of Thornwood Lane Greenville (City) South Carolina (State and Zip Code) (herein "Property Address");

565

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.

5. SOCI

0342

4328 RV-2