## **MORTGAGE**

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}	THIS MORTGAGE is made this
	(herein "Borrower"), and the Mortgagee,  FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION , a corporation organized and existing under the laws of SQUTH CARQLINA , whose address is 101 EAST WASHINGTON  STREET, GREENVILLE, SQUTH CAROLINA (herein "Lender").
	WHEREAS, Borrower is indebted to Lender in the principal sum of . Fifteen thousand and No/100ths(\$15,000.00)

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:

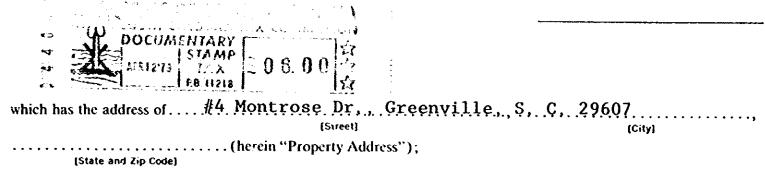
with the balance of the indebtedness, if not sooner paid, due and payable on ..... Apr. 11.1st, .1994.....

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot 58 and a Portion of Lot 57 on a plat of property of the Estate of Tully F. Babb, recorded in Plat Book GG at Pages 158 & 159, and by a more recent plat entitled, Property of Jean F. Thomason, prepared by Freeland & Associates, RLS, recorded in the RMC Office for Greenville County in Plat Book  $\overline{JD}$  at Page  $\overline{JS}$ , and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Babb Avenue 15.4 feet south of the joint front corner of Lots 57 and 58 and running thence with a new line through Lot 57 S. 83-10 W. 255 feet to an iron pin in line of Lot 57; thence N. 6-50 W. 218 feet to an iron pin on Skyview Drive; thence with said Skyview Drive, S. 82-23 E. 280.3 feet to an iron pin on Babb Avenue; thence with said Babb Avenue S. 6-06 W. 74.6 feet to an iron pin; thence S. 6-50 E. 75.4 feet to an iron pin, the point of beginning.

DERIVATION: Deed of B. O. Thomason, recorded February 5, 1976 in Deed Book 1031 at Page 231.

THE MORTGAGOR UNDERSTANDS that this mortgage loan may not be assumed and that this mortgage is equal in rank to that mortgage of B. O. Thomason, Jr. and Jean F. Thomason to Fidelity Federal, in the original amount of \$29,000.00, executed on June 20, 1962 and recorded in Mortgage Book 893 at Page 348, and also is equal in rank to that certain mortgage of B. O. Thomason, Jr. and Jean F. Thomason to Fidelity Federal, in the original amount of \$3,500.00, executed May 3, 1971 and recorded in Mortgage Book 1193 at Page 173.



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.