

FILED  
GREENVILLE CO. S. C.

MORTGAGE

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Nov 14 1 51 PM '79

THIS MORTGAGE is made this 31st day of October 1979, between the Mortgagor, Roy C. Jolly, Jr. and Reba T. Jolly (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 Forty thousand five hundred forty three and 09/100 (40,543.09) Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 1979 (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, or hereafter constructed thereon, situate, lying and being on the eastern side of Delmar Drive, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 46 on a plat of Brentwood, Section 2, made by Piedmont Engineers and Architects, Surveyors, dated May 19, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R, Page 5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the edge of Delmar Drive, said point being the joint front corner with Lot 45 and running thence along the joint property line of Lot 45 N. 54-00 E. 154 feet to a point, said point being the joint rear corner with Lot 45; running thence S. 36-00 E. 110 feet to a point, said point being the joint corner with Lot 47; running thence along the joint property line of Lot 47 S. 54-00 W. 154 feet to a point in the edge of Delmar Drive, said point being the joint front corner with Lot 47; and running thence along the edge of Delmar Drive N. 36-00 W. 110 feet to the point of beginning.

Excluded from the above-described property, however, is a five foot strip off the northernmost side lot line described by metes and bounds as follows: BEGINNING at an iron pin at the joint front corners of Lots Nos. 45 & 46 on the eastern side of Delmar Drive and running thence along the common line of said lots North 54-00 East 154 feet to an iron pin; thence South 36-00 East 5' to a point; thence a new line through Lot 46 S. 54-00 W. 154 feet to an iron pin on Delmar Drive; thence along the eastern side of Delmar Drive N. 36-00 West 5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Gabriel R. & Joan B. Amatucci of even date to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches (SEE REVERSE) which has the address of 113 Delmar Drive Simpsonville,

South Carolina (herein "Property Address");  
[State and Zip Code]

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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