

# MORTGAGE

FILED  
GREENVILLE CO. S. C.

AUG 18 1 19 PM '80

THIS MORTGAGE is made this 15th day of August 1980, between the Mortgagor, Gerald P. Nett and Beverly M. Nett (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").

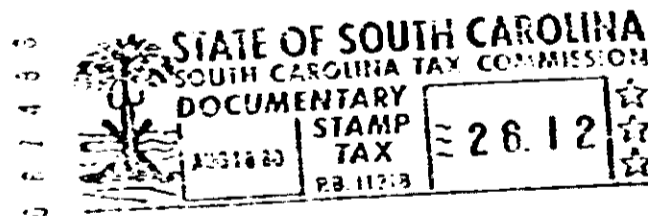
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-FIVE THOUSAND THREE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010;

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, together with all buildings and improvements, thereon, situate, lying and being on the northwestern side of Hollyberry Court, being shown as Lot 50 on a plat of Holly Tree Plantation Phase II, Section 2, dated January 10, 1974, prepared by Piedmont Engineers and Architects, recorded in Plat Book 5-D at page 48 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Hollyberry Court at the joint front corner of Lot No. 49 and Lot 50, and running thence along with Lot No. 49, S. 53-34 W. 127.55 feet to an iron pin at the joint rear corner of Lot No. 49 and Lot No. 50; thence N. 16- W. 75 feet to an iron pin; thence N. 0-30 W. 170 feet to an iron pin at the joint rear corner of Lot No. 50 and Lot No. 51; thence with Lot No. 51 S. 53-46 E. 173.6 feet to an iron pin on Hollyberry Court; thence with said court S. 33-52 W. 35 feet to an iron pin thence still with said Court S. 7-05 E. 35 feet to the point of beginning,

This is the same property conveyed to the mortgagors herein by deed of Merrill Lynch Relocation Management, Inc. recorded in the RMC Office for Greenville County in Deed Book 1131 at page 291 on August 18, 1980.



which has the address of 103 Hollyberry Court, Simpsonville, South Carolina, (Street) (City) (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 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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