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GREENVILLE CO. S. C.

MORTGAGE

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APR 9 2 19 PM '80

THIS MORTGAGE is made this 9th day of April 1980, between the Mortgagor, M. G. Proffitt, Inc. (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 Eighty-five Thousand Two Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 1980 (herein "Note"), providing for monthly installments of principal and interest, 503; thence with the common line of said lots S. 57-26 E., 175.28 feet to an iron pin on the northwesterly side of Woody Creek Road; thence with the northwesterly side of Woody Creek Road S. 32-34 W., 105 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of John Cothran Company, Inc., M. Graham Proffitt, III and Ellis L. Darby, Jr., dated April 9, 1980, to be recorded herewith.

FILED GREENVILLE CO. S. C. SEP 4 1 22 PM '80 DONNIE S. TANKERSLEY R.M.E. SEP 4 1980

Notary Public Seal for M. G. Proffitt, Inc. with signature of M. G. Proffitt, III and a signature of the lender.

which has the address of Lot 502, Sugar Creek (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 thereof, 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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