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DONNIE S. TANKERSLEY  $\kappa.\mathrm{M.C}$ 

## **MORTGAGE**

800x 1448 FAGE 450

.....day of ... October 27th THIS MORTGAGE is made this.... 19. 78, between the Mortgagor, NICHOLAS V. RIVALDO, JR. and ANNETTE L. RIVALDO .... (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 . . Righteen Thousand Nine Hundred .. Twenty-Nine and .62/100ths . (\$18,929.62)Dollars, which indebtedness is evidenced by Borrower's note dated....Qctober. 27., .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...October 1, 1992

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 with the buildings and improvements thereon, lying and being in County and State aforesaid on Meadowlark Lane, and being shown as all of Lot 24 on plat entitled "Whippoorwill, Section 4-W," prepared by Enwright Associates Engineers, July 19, 1972, recorded in the R. M. C. Office, Greenville, South Carolina, in Plat Book 4R, page 26, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of the terminus circle of Meadowlark Lane, joint corner Lots W-23 and W-24; thence N. 51-35 W. 170 feet to an iron pin; thence N. 02-26 W. 213.8 feet to an iron pin; thence N. 79-00 E. 95 feet to an iron pin; thence S. 26-35 E. 369.5 feet to an iron pin; thence S. 63-25 feet to an iron pin on the turn-around terminus circle; thence along a curving course 46.1 feet (the chord of which is N. 55-20M) to an iron pin on the edge of said street; thence still along a curving course 48.1 feet (the chord of which is S. 67-10 W. to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by HUGH W. LINDSAY, JR. and DOROTHY L. LINDSAY by deed recorded in the R. M. C. Office for Greenville County, South Carolina on October 27 1978 in Deed Book 1090 page 154

which has the address of ... Lot. 24 Meadowlark Lane, Whippoorwill ......

.S.. G..... (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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SOUTH CAROLINA-1 to 4 family-6:75-FNMA/FHLMC UNIFORM INSTRUMENT

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