Mortgagee's address: 12 Bridgeport Drive Greenville, S. C. 29615

Oct 31 9 54 AH '79

DONNIE S. TANKERSLEY R.H.C.

MORTGAGE

Recorder: Please, mail to:

THIS MORTGAGE is made this. 30th day of October.

19. 79, between the Mortgagor, HASKELL K. AND CAROLINE EVATT

(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 \$TREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FOUR THOUSAND, THREE HUNDRED AND FORTY-FIVE and 28/100Dollars, which indebtedness is evidenced by Borrower's note dated. October 30, 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 October 1, 2007 A. D.

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 located and situated in the County of Greenville, South Carolina, shown and designated as Lot # 82 on a Plat of WELLINGTON GREEN, Section II, as recorded in the R.M.C. Office for Greenville County in Plat Book YY at Page 117, reference to which is craved for a more complete description of the metes and bounds thereof;

THIS CONVEYANCE is made subject to restrictions, easements of record and on the ground, and zoning ordinances affecting said property, and in particular, to those restrictions contained in Deed Book 738 at Page 557 and 558.

DERIVATION: This is the same property conveyed to the Mortgagors herein by Deed from Bill C. Barbery and Marian A. Barbery on October 30, 1979 which is recorded in the R.M.C. Office simultaneously herewith in Deed Book 1114 at Page 538

which has the address of 12 Bridgeport Drive, Greenville, South Carolina

To Have and to Horo unto Lender and I ender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all casements, 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, casements or restrictions a listed in a schedule of exceptions to coverage in any title insurance policy insuring I ender's interest in the Property.

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