

FILED GREENVILLE CO. S. C. MORTGAGE

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THIS MORTGAGE is made this 4th day of October 1978, between the Mortgagor, DONALD H. HUMPHRIES, JR. and ELISABETH A. HUMPHRIES (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").

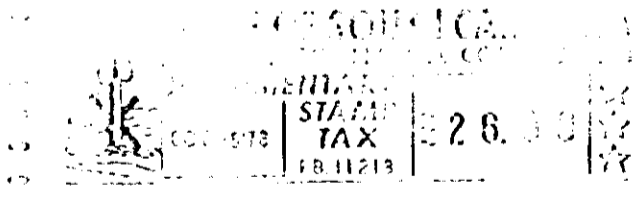
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SEVEN THOUSAND & NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 4, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot 131 on plat entitled "Map No. 4, Section One, Sugar Creek", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5D, at Page 72, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugar Creek Lane, joint front corner of Lot Nos. 130 and 131 and running thence with the common line of said lots N. 57-39-28 W. 183.33-feet to an iron pin, joint front corner of Lot Nos. 130 and 131; thence S. 36-16-35 W. 181.10-feet to an iron pin; thence S. 37-18-12 E. 72.5-feet to an iron pin, joint rear corner of Lot Nos. 131 and 132; thence with the common line of said lots N. 82-55-12 E. 211.30-feet to an iron pin on the westerly side of Sugar Creek Lane, joint front corner of Lot Nos. 131 and 132; thence along the westerly side of Sugar Creek Lane on a curve the chord of which is N. 07-37-52 E. 93.96-feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors by deed of E. Morris Hawks and Carolyn P. Hawks recorded of even date herewith; and being conveyed to E. Morris Hawks and Carolyn P. Hawks by deed of M. Graham Profitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc., a South Carolina Corporation as recorded in the R.M.C. Office for Greenville County in Deed Book 1031, at Page 513 on February 11, 1976.



which has the address of 114 Sugar Creek Lake Greenville, South Carolina (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 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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