

FULL  
GREENVILLE CO. S.C.

PT-5 3 05 PM

W. E. STAMMLEY  
R.M.C.

BOOK 1448 PAGE 393

# MORTGAGE

THIS MORTGAGE is made this 29th day of September 1978, between the Mortgagor, James Dacus Girardeau (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").

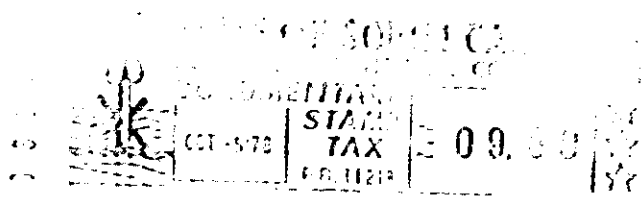
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four Thousand Four Hundred and Fifty and No/100 (\$24,450.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1993;

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, situate, lying and being in Greenville County, South Carolina, and being known and designated as part of Tract 7-A, as is shown on a plat entitled Property of James D. Girardeau, dated May 22, 1967, recorded in the R. M. C. Office for Greenville County in Plat Book GGG, at Page 545, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Hollywood Drive and running thence along the line of the instant tract and property now or formerly belonging to Melvin Ashmore, S. 34-30 W., 368 feet to a point; thence running S. 36-16 E., 91.6 feet to a point; thence running N. 34-30 E., 372.5 feet to a point on Hollywood Drive; thence running along Hollywood Drive, N. 39-06 W., 90 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Carrie G. Girardeau dated June 6, 1967 and recorded in the R. M. C. Office for Greenville County in Deed Book 821, Page 288.



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which has the address of 336 Hollywood Drive Greenville, South Carolina 29611 (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 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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