

FILED
GREENVILLE CO. S.C.

OCT 13 1 37 PM '78

MORTGAGE

BOOK 1446 PAGE 780

THIS MORTGAGE is made this 9th day of October, 1978, between the Mortgagor, Roy De La Torre and John D. Grant (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 Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 9, 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, 2008.

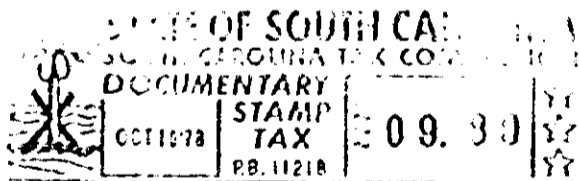
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the northern side of East Earle Street and being known and designated as Lot No. 10, Section F on plat of Property of Stone Land Company recorded in the RMC Office for Greenville County in Plat Book K at Page 277 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the northern side of East Earle Street, 65 feet 4 inches east from Elizabeth Street, at the corner of Lot 9 and running thence with the line of said lot, N.18-30 E. approximately 192 feet to Garraux Street (formerly Swiss Avenue); thence with the southern side of Garraux Street, S.66-15 E. 65 feet 8 inches to a stake at the corner of Lot 11; thence with the line of said Lot, S.18-30 W. approximately 190 feet to East Earle Street; thence with the northern side of East Earle Street, N.71-20 W. 65 feet 4 inches to the beginning corner.

THIS is the same property as that conveyed to the Mortgagors herein by deed from William B. Dunson, II and Morton W. Hale, II, recorded in the RMC Office for Greenville County on October 10, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.



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which has the address of 103 E. Earle Street, 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 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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