

MORTGAGE

THIS MORTGAGE is made this 9th day of October 1978, between the Mortgagor, James M. Harvell and Sue M. Harvell (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").

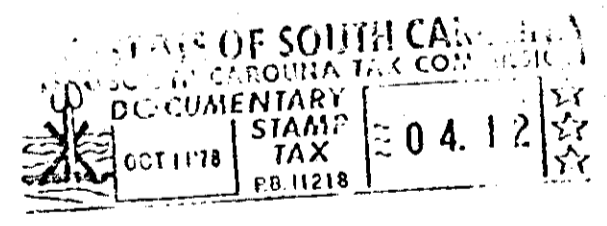
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten thousand three hundred (\$10,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 9, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1983

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, situate, lying and being on the northeastern side of Green Valley Drive, Greenville County, South Carolina, being shown and designated as Lot 43 on a Plat of GREEN VALLEY ESTATES, recorded in the RMC Office for Greenville County in Plat Book QQ, at Pages 2 and 3, and having, according to said Plat, the following metes and bounds:

BEGINNING at a point on the northeastern side of Green Valley Drive at the joint front corner of Lots 43 and 44 and running thence with said Drive, N 67-28 W, 100.0 feet; thence continuing with Green Valley Drive, N 61-28 W, 125.0 feet to the joint front corner of Lots 43 and 39; thence turning from Green Valley Drive, N 34-22 E, 571.0 feet to the joint rear corner of Lots 42 and 43; thence turning in a southeasterly direction, S 37-29 E, 235.0 feet to the joint rear corner of Lots 43 and 44; thence with the line of Lot 44, S 34-30 W, 464.6 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Liberty Life Insurance Company, dated September 29, 1978, to be recorded simultaneously herewith.



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which has the address of 206 Gilder Creek Drive, Route 10, Greenville, S. C., 29607 (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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