

GREENVILLE CO. S.C.  
12 12 78

# MORTGAGE

THIS MORTGAGE is made this 11th day of October, 1978, between the Mortgagor, (Mrs.) Willie H. Simister (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").

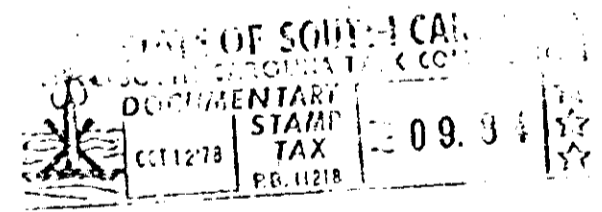
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four thousand five hundred fifteen and 88/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 11, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1st, 2001;

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 on the southern side of Kenilworth Court, being shown and designated as Lot No. 31 on Plat of Wellington Green, Section II, prepared by Piedmont Engineering Service, dated April 1963, recorded in Plat Book YY at Page 117 and being described more particularly, according to said Plat, to-wit:

BEGINNING at an iron pin in the southern side of Kenilworth Court at the joint front corner of lots 30 and 31 and running thence along the common line of said lots S. 23-36 E. 168.6 feet to an iron pin at the joint rear corner of said lots; thence N. 65-42 E. 100.0 feet to an iron pin at the joint rear corner of Lots 31 and 32; thence along the common line of said lots N. 23-36 W. 167.4 feet to an iron pin at the joint front corner of said lots on the southern side of Kenilworth Court; thence along said Court S. 66-24 W. 100.0 feet to an iron pin, the point of beginning.

DERIVATION: Deed of James H. Frazier and Virginia W. Frazier, recorded the 12 day of October, 1978 in Deed Book 1089 at Page 204



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which has the address of 105 Kenilworth Court, Greenville, S.C. 29615, (Street) (City) (herein "Property Address"); (State and Zip Code)

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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