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BOOK 1453 PAGE 809
MORTGAGE

THIS MORTGAGE is made this 1st day of December, 1978, between the Mortgagor, Helene Diamant (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 and no/100ths (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 December 1, 1988;

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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 in the State of South Carolina, County of Greenville, being shown and designated as Lot 41 and a part of Lots 32 and 42 on plat of Eastgate Village Subdivision made by Piedmont Engineers and Architects, May 15, 1973 and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 31 and according to a more recent plat of Lot 41 and parts Lots 32 and 42. Eastgate Village made by Freeland and Associates, November 30, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-X at Page 88. According to said last mentioned plat the property is more fully described, inclusively, as follows:

BEGINNING at an iron pin on Blackenridge Drive at the joint front corner of Lots 40 and 41 and running thence along the joint line of said Lots, N. 67-00 W. 100 feet to an iron pin in the line of Lot 33; thence with the line of Lot 33, N. 32-35 E. 30 feet to an iron pin at the corner of Lot 32; thence with new line through Lot 32, N. 25-33 E. 78.7 feet to a new iron pin; thence with new line through Lot 42, S. 72-41 E. 83.1 feet to an iron pin on the turnaround of Blackenridge Drive; thence with the curve of turnaround S. 49-50 W. 19.7 feet to an iron pin at the corner of Lot 41; thence continuing with curve of said turnaround, S. 17-25 W. 25.0 feet to an iron pin; thence continuing S. 13-40 E. 30.0 feet to an iron pin on Blackenridge Drive; thence continuing with said Drive, S. 26-00 W. 50 feet to an iron pin, the point of beginning.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises.

This is a portion of the property conveyed to the Mortgagor herein by deed of Threatt Enterprises et al dated December 1, 1978, and recorded in the RMC Office for Greenville County in Deed Book 1093 at Page 48 on December 4, 1978.

This Mortgage is given in correction of Mortgage previously recorded in Mortgage Book 1451 at Page 996.

which has the address of Lot 41 Blackenridge Drive, Greenville, S.C. 29687 (herein "Property Address");
[Street] [City] [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 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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