

## MORTGAGE

THIS MORTGAGE is made this 20th day of December 1978, between the Mortgagor, Charles F. Kelley and Joan T. Kelley (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 Seventy-six Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 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 January 1, 2009

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, with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of Partridge Drive, and being shown as Lot No. 22 on a plat of Map 2, Halloran Heights, made by C. O. Riddle, dated April, 1954, recorded in Plat Book HH, Page 97, containing 1.35 acres and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Partridge Drive at the joint front corner of lots 22 and 23 and running thence with the common line of said lots N. 7-11 W. 319.5 feet to a point at a branch; thence with the center of the branch as the line (the traverse of which is S. 73-03 W.) 198.4 feet to an iron pin; thence S. 8-18 E. 290.6 feet to an iron pin on the northern side of Partridge Drive; thence with said Drive, N. 81-22 E., 189.1 feet to the point of beginning.

The above property is the same property conveyed to Charles F. Kelley and Joan T. Kelley by deed of Joseph H. Keith, III and Nancy C. Keith recorded August 16, 1976 in Deed Book 1041 at Page 255.

which has the address of Route 12 Partridge Drive Greenville S. C. 29609 (State and Zip Code) (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.