

FILED GREENVILLE CO. S.C.

MORTGAGE

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THIS MORTGAGE is made this 30th day of March 1979 between the Mortgagor, JACK V. HERMAN AND CAROL A. HERMAN (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 One Hundred Seven Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009;

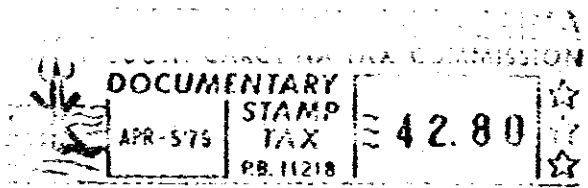
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of the cul-de-sac of Old Town Way, being shown and designated as Lot No. 30 on plat of Holly Tree Platation, prepared by Enwright Associates Inc., dated May 28, 1973, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4X at pages 32 through 37, and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the southern side of the cul-de-sac of Old Town Way at the joint front corner of Lots 30 and 31, and running thence along the common line of said lots S. 12-42 W. 154.46 feet to an iron pin at the joint rear corner of said lots; thence N. 87-25-00 W. 120.32 feet to an iron pin; thence N. 22-01-29 W. 132.58 feet to an iron pin at the joint rear corner of Lots 29 and 30; thence along the common line of said lots N. 71-40-00 E. 176.23 feet to an iron pin at the joint front corner of said lots on the southwestern side of the aforementioned cul-de-sac; thence along the right-of-way of said cul-de-sac, the chord being S 47-53 E 49.32 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Lloyd E. Kessler and Patricia G. Kessler of even date to be recorded herewith:

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which has the address of 214 Old Towne Way, Holly Tree, Simpsonville, South Carolina 29681 (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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