

MORTGAGE

THIS MORTGAGE is made this 23rd day of April 1979, between the Mortgagor, DENNIS A. BAKER and BARBARA G. BAKER (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 Forty-five Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 23rd, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1st, 2009.

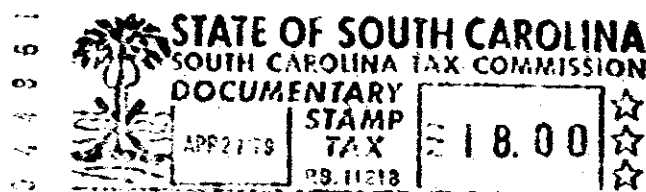
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 on the northern side of Shadowmere Drive, in Greenville County, South Carolina, being shown and designated as the greater portion of Lot No. 42 on a plat of TROLLINGWOOD, SECTION I, on a revised plat made by Enwright Associates, Engineers, dated September 30, 1971, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, page 13, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Shadowmere Drive at the joint front corners of Lots Nos. 41 and 42, and running thence with the common line of said lots, N. 16-11 W., 266.3 feet to an iron pin at the normal water line of Trollingwood Lake; thence with the normal water line of Trollingwood Lake, the traverse line of which is S. 72-47 E., 263.8 feet to an iron pin at the joint rear corners of Lots Nos. 42 and 43; thence S. 7-42 E., 110 feet to a point; thence a new line through Lot No. 42, S. 81-40 W., 45 feet to an iron pin; thence S. 7-42 E., 40 feet to a point on Shadowmere Drive; thence along Shadowmere Drive, S. 81-40 W., 155 feet to the point of beginning.

The above described property is the same conveyed to the mortgagors by deed of Trollingwood Realty Company recorded in Deed Book 1085 at page 13 on August 9, 1978.

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which has the address of 42 Shadowmere Drive Pelzer S.C. 29669 (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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