

FILED
GREENVILLE CO. S. C.
MAY 31 3 04 PM '79

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MORTGAGE

BONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 31st day of May 1979, between the Mortgagor, James E. Malone

(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").

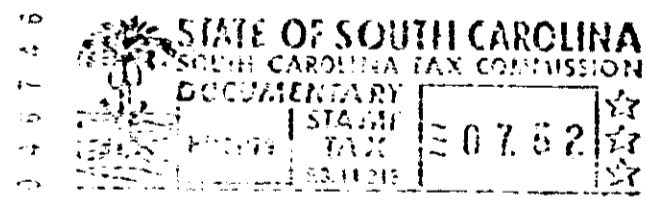
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand Seven Hundred Fifty and no/100 (\$18,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1994

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, together with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as Lot No. 3 and an unnumbered lot on a plat of LAKE SHORE ACRES, dated September 8, 1958, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Lake Shore Drive at the intersection of Air Base Road and Lake Shore Drive and running thence S. 86-30 E. 263.4 feet to an iron pin; thence running S. 42-08 E. 36.3 feet to an iron pin on the western side of Lake Shore Drive; thence running with said Lake Shore Drive due South 160.9 feet to an iron pin; thence continuing S. 18-26 W. 47.6 feet to an iron pin; thence running S. 10-22 W. 44.4 feet to an iron pin; thence turning and running N. 89-00 W. 140.0 feet to an iron pin; thence continuing N. 88-28 W. 149.0 feet to an iron pin on the eastern side of Air Base Road; thence turning and running N. 0-10 W. 260.4 feet along said Air Base Road to an iron pin; thence running N. 44-10 E. 36.3 feet to the point of beginning.

Derivation: S. G. Roberts, Individually and as Executor of the Estate of Mabry R. Butler, and Jessie C. Roberts, Deed Book 1069 at Page 470, dated November 30, 1977, and recorded in the RMC Office for Greenville County, South Carolina, on December 1, 1977.



which has the address of 407 Donaldson Road Greenville, South Carolina 29605 (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.

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