

101 East Washington Street
Greenville, SC

CO. S. C.
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R.M.C. OFFICE
GREENVILLE

MORTGAGE

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THIS MORTGAGE is made this 24th day of August 1979 between the Mortgagor, Lawrence J. Nachman and Lynne T. Nachman (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 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 September 1, 1999

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 situate, lying and being on the Eastern side of West Avondale Drive, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 20, Block G, (less a small triangular portion thereof previously conveyed), as shown on a plat of a subdivision known as Northgate, prepared by C. M. Furman, Jr. Engineer, dated June, 1926, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G at Pages 135 and 136 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of West Avondale Drive at the joint front corner of Lots Nos. 19 and 20 of Block G, and running thence with the line of Lot No. 19 S. 74-40 E. 207.6 feet to an iron pin; thence a new line through Lot No. 20 S. 66-58 E. 16.8 feet to an iron pin; thence continuing a new line through Lot No. 20 N. 15-20 E. 2 feet to an iron pin in the line of Lot No. 19; thence with the line of Lot No. 19 S. 74-40 E. 7.5 feet to an iron pin on the Western side of a 12 foot alley; thence with the Western side of said alley S. 15-20 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 20 and 21; thence with the line of Lot No. 21 N. 74-40 W. 225.8 feet to an iron pin on the Eastern side of West Avondale Drive; thence with the Eastern side of West Avondale Drive N. 13-27 E. 100.6 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Lynn Lloyd Laughlin and Ofelia T. Laughlin to be recorded herewith.

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which has the address of 40 West Avondale Drive, Greenville, South Carolina 29609 (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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