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DONALD PALMER BOYD  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 8th day of October, 1979, between the Mortgagor, Donald Palmer Boyd and Janice Durham Boyd (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").

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WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand and No./100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 8, 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 April 1, 2009;

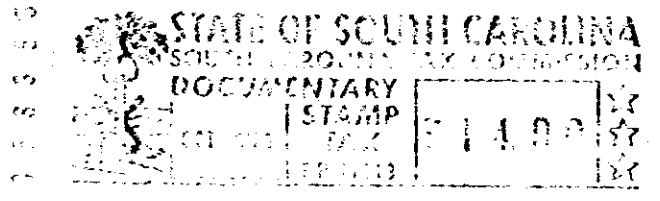
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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:

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ALL that certain piece, parcel or lot of land located in the State of South Carolina, County of Greenville, in Chick Springs Township, being known and designated as Lot No. 37 on a plat of River Downs, dated July 19, 1974, recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 76, and having the following courses and distances, to-wit:

BEGINNING at a point on the Eastern side of Shetland Way, and running thence along the line of Lot No. 38 N40-00E 255.01 feet to a point; thence S50-30E 110.0 feet to a point at the joint corner of Lots 36 and 37; thence along the line of Lot 36 S40-00W 255.0 feet to a point on Shetland Way; thence N50-30W 110 feet to the point of beginning.

This is that property conveyed to mortgagor by deed of Blanche Eugenia Hudson recorded March 1, 1978 in the RMC Office for Greenville County, South Carolina, in Deed Book 1074 at page 520.



which has the address of Shetland Way, Greenville, South Carolina (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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