

GREENVILLE CO. S. C.
NOV 13 3 47 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

1488 29

THIS MORTGAGE is made this 9th day of November 1979, between the Mortgagor, Duke Power Company, a North Carolina Corporation (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 Twenty one thousand nine hundred eighty four and eighty/100 (\$21,984.80) Dollars, which indebtedness is evidenced by Borrower's note dated November 9, 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 November 9, 1997

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:

Being that certain lot of land situate, lying and being in Greenville County, South Carolina, on the western side of Covington Road near the City of Greenville, and being lot No. 100 of Northwood Hills, Section III, as shown on plat recorded in plat book YY at page 37 in the RMC office for Greenville County, and being the same property conveyed to mortgagor by deed of Michael W. Agee and Sharon R. Agee, on even date herewith.

The foregoing property is also described as follows:

BEGINNING at an iron pin on the western side of Covington Road at the corner of Lot 99, and running thence with the western side with curve of Covington Road, the chord of which is S. 14-55 W. 55.9 feet; thence continuing with the northwestern side of said road S. 70-32 W. 110 feet to an iron pin at the corner of Lot 101; thence with the line of said lot N. 59-56 W. 206.5 feet to an iron pin; thence N. 31-36 E. 135 feet to an iron pin at the corner of Lot 100; thence with the line of said lot S. 61-04 E. 260 feet to the beginning corner.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE, SOUTH CAROLINA
NOV 13 1979

GCTO --- 1 NO 13 79 581

which has the address of 213 Covington Road Greenville South Carolina 29609 (herein "Property Address"); (Street) (City) (State and Zip Code)

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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