

FILED  
GREENVILLE CO. S. C.  
NOV 15 11 30 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE

BOOK 1488 PAGE 347

THIS MORTGAGE is made this 15 day of November, 1979, between the Mortgagor, James L. Ellefson and Jane M. Ellefson (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 Thousand and 00/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November, 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 1, 2004

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 situate, lying and being on the north-eastern side of LaVista Court, City of Greenville, and being shown and designated as Lot No. 9 on a plat of the property of Ruth H. Lynch made by Piedmont Engineering Service dated August, 1962 and recorded in the P.M.C Office for Greenville County in Plat Book XX at page 71 and also being known as the property of James L. Ellefson and Jane M. Ellefson on a plat made by Richard D. Wooten, Jr. dated November 13, 1979, to be recorded herewith and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of LaVista Court at the joint front corner of Lots 8 and 9 and running thence with LaVista Court N. 46-12 W. 110 feet to an iron pin at the joint front corner of Lots 9 and 10; thence with the common line of Lots 9 and 10 N. 43-48 E. 160 feet to the joint rear corner of Lots 9 and 10; thence S. 46-12 E. 110 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the common line of Lots 8 and 9 S. 43-48 W. 160 feet to the iron pin at the point of beginning.

The above-described property is the same acquired by the Mortgagors by deed from Paul C. Aughtry, Jr. and Maryan D. Aughtry dated November 15, 1979, to be recorded herewith.

SC79-11579-217

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RECORDED  
NOV 15 1979

which has the address of 8 LaVista Court, Greenville, South Carolina (City) (Street)  
..... (herein "Property Address");  
(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 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.

0347

4328 RV-2