

GREENVILLE CO. S.C.  
DEC 3 3 53 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1490 PAGE 111

# MORTGAGE

THIS MORTGAGE is made this 1 day of December, 1979, between the Mortgagor, David M. O'Shields & Sherry B. O'Shields (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").

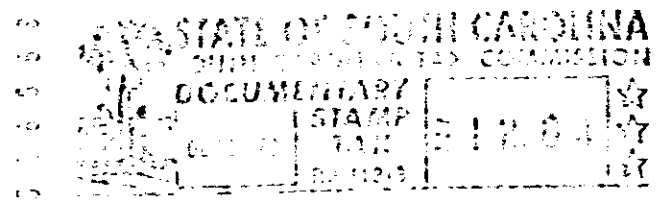
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand Nineteen and 69/100 (\$30,019.69) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2007.

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 lot of land in the State of South Carolina, County of Greenville, shown as Lot 10 on plat of Boyd C. and Sybil L. Lister recorded in the RMC Office for Greenville County in Plat Book 4-H at Page 115 and having, according to a more recent plat by Carolina Surveying Co., November 23, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of O'Neal Church Road at the corner of Lot 11 and running thence with said Road N80-12E 125 feet to an iron pin; thence with the curvature of the turnaround the following chords and distances, to-wit: S52-48E 25 feet; S80-53E 25 feet; N69-52E 25 feet; N36-26E 31.5 feet; thence N87-21E 21.1 feet to an iron pin; thence S28-47E 71 feet to an iron pin; thence S5-15E 80 feet to an iron pin; thence S76-55W 232.8 feet to an iron pin; thence N16-14W 164 feet to the point of beginning.

This is that property conveyed to Mortgagor by deed of Johnny L. Hicks and Kathy Elaine Hicks dated and filed concurrently herewith.



which has the address of Rt 7, O'Neal Church Street, 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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