

MORTGAGE

THIS MORTGAGE is made this 1st day of December 1981, between the Mortgagor, CHARLES J. FISHER, JR. AND ELIZABETH D. HICKS AMERICAN (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").

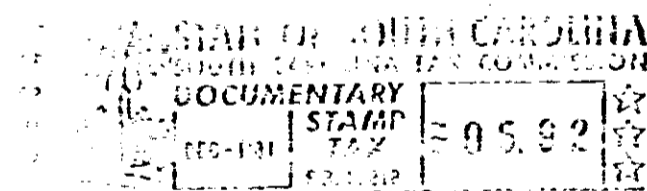
WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2001

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 in the City and County of Greenville, State of South Carolina, on the southwestern side of Heather Way being shown as Lot Nos. 130, 131 and 132 on Plat of Marshall Forest made by Dalton and Neves in October, 1928, recorded in Plat Book H, at Pages 133 and 134 and having, according to a more recent survey prepared by Freeland and Associates, dated November 26, 1981, entitled "Property of Charles J. Fisher, Jr. and Elizabeth D. Hicks, the following metes and bounds, to-wit:

BEGINNING at a stake on the southwestern side of Heather Way at the joint corners of Lot Nos. 132 and 133 and running thence with the line of Lot No. 132, S. 33-58 W. 276 feet to a stake; thence N. 39.22 W. 78.21 feet to a stake; thence with the line of Lot No. 130, N. 33-58 E. 253.7 feet to a stake on Heather Way; thence with Heather Way S. 56-02 E. 75 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor's herein by deed of Citizens and Southern National Bank of South Carolina, u/a Trust Agreement dated July 17, 1978, and recorded simultaneously herewith.



SC70

1 DE 1 81
519

which has the address of 16 Heather Way Greenville
[Street] [City]
South Carolina 29605 (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 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.

RE
2
0

4328 RV-2