

MORTGAGE

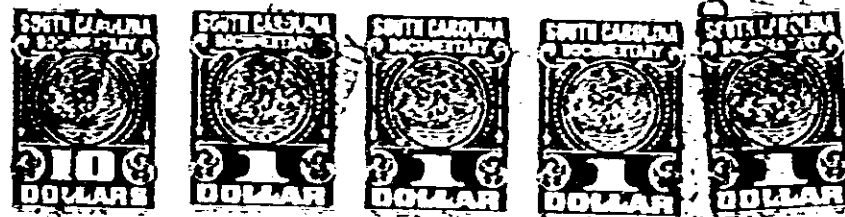
THIS MORTGAGE is made this 27th day of October 1975, between the Mortgagor, Joe M. Smith and Hannah B. Smith (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan Assn., a corporation organized and existing under the laws of South Carolina, whose address is 101 East Washington Street, Greenville, S. C. (herein "Lender").

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 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Holly Tree Lane and being known and designated as Lot 62 of Holly Tree Plantation, Phase II, Section II, as shown on a plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book 5D at page 48 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Holly Tree Lane at the joint front corner of Lots 62 and 63, and running thence with the line of Lot 63, S. 53-11 E., 243.93 feet to an iron pin at the joint rear corner of Lots 62 and 63; thence, N. 47-57 E., 70 feet to an iron pin at the joint rear corner of Lots 62 and 61; thence, with the line of Lot 61, N. 29-48 W., 293.76 feet to an iron pin at the joint front corner of Lots 62 and 61 on the southern side of Hollyleaf Court; thence with the southern side of Hollyleaf Court, N. 86-00 W., 15 feet to a point; thence, S. 55-30 W., 39.15 feet to a point on the southeastern side of Holly Tree Lane; thence with the southeastern side of Holly Tree Lane, S. 17-00 W., 35 feet to a point; thence continuing with the southeastern side of Holly Tree Lane, S. 22-00 W., 75 feet to a point; thence continuing with the southeastern side of Holly Tree Lane, S. 26-34 W., 35.2 feet to the point of beginning.



which has the address of Holly Tree Lane, Simpsonville, South Carolina (Street) (City) (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.

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