

GREENVILLE CO. S.C.  
113 3 52 PM  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 13th day of November 1978, between the Mortgagor, JACK E. ANTHONY and SYLVIA J. ANTHONY (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").

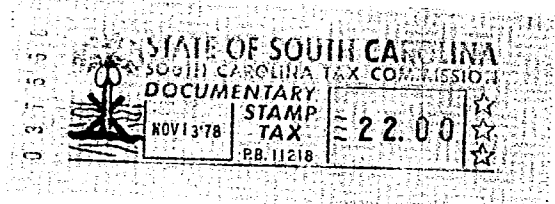
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE THOUSAND AND NO/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 in the County of Greenville, State of South Carolina, and being a 3.52 acre tract, more or less, as shown on plat of property of Jack E. and Sylvia J. Anthony by Terry T. Dill, RLS, October 3, 1978, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern edge of Riley Smith Drive and at the joint front corner of the instant property and other property of the mortgagor and running thence N. 7-3-17 W. 211.57-feet to a point; thence N. 70-39-24 E. 652.02-feet to a point; thence S. 35-40-00 W. 87.47-feet to a point; thence S. 35-37-00 W. 146.41-feet to a point; thence S. 00-20-55 W. 50-feet to a point; thence S. 01-37-30 E. 69.40-feet to a point; thence S. 38-11-57 W. 232.98-feet to a point; thence N. 78-00 W. 317-feet to the point of beginning.

This being a portion of the property conveyed to the mortgagor by deed of Marcus Eugene Smith and Linda Jane Allen Smith as recorded in the R.M.C. Office for Greenville County in Deed Book 1082, at Page 588 on July 6, 1978.



which has the address of Riley Smith Road (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 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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