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DIANNE S. JAMES DEWEY

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MORTGAGE

THIS MORTGAGE is made this 23rd day of January 1979 between the Mortgagor, Thomas M. Jones & Jo Ann E. Jones (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 SEVEN THOUSAND AND NO/100ths-- (\$37,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 23, 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 February 1, 2009.

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 State of South Carolina, County of Greenville, on the northwestern side of Ellesmere Drive, known as Lot No. 248, on plat of Del Norte Estates Section 11, recorded in Plat Book 4-N, at page 12 and 13 and being re-surveyed by Robert R. Spearman, Reg. L.S. No. 3615, dated January 19, 1979, and having according to said plats the following metes and bounds, to-wit: BEGINNING at an iron pin on northwestern side of Ellesmere Drive, joint front corner of Lots Nos. 247 and 248, North 46-30 West 127 feet to an iron pin rear of Lot No. 241; thence South 43-30 West 100 feet to iron pin at rear corner of Lots Nos. 248 and 249; thence South 46-30 East 127 feet to an iron pin on Ellesmere; thence North 43-30 East 100 feet to iron pin, the point of BEGINNING. Being that same property conveyed to the Mortgagor herein by deed of Dianne M. Stephens, simultaneously recorded herewith.

This conveyance is made subject to all rights-of-ways, easements and restrictions appearing of record and on the premises.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 10% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .10% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .10% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

which has the address of 101 Ellesmere Drive 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 hereinafter 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.