

MORTGAGE

FILED
GREENVILLE CO. S. C.

SEP 21 3 07 PM '79
THIS MORTGAGE is made this 21st day of September 1979, between the Mortgagor, BILLY JOE GREGORY AND ERIA S. GREGORY (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 Twenty-six Thousand Nine Hundred One and 64/100 (\$26,901.64) Dollars, which indebtedness is evidenced by Borrower's note dated September 21, 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 September 1, 2006;

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 on the Southern side of Fairford Circle in the County of Greenville, State of South Carolina being shown and designated as Lot 75 on plat of Colonial Hills, Section 5 recorded in the RMC Office for Greenville County in Plat Book QQQ, Page 21 and a more recent plat of Billy Joe Gregory and Eria S. Gregory as prepared by Richard D. Wooten, Jr., RLS dated September 19, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-A Page 8/ and having according to the more recent plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Fairford Circle and running thence with said Circle S. 83-15 E. 100.0 feet to an iron pin; thence S. 06-45 W. 174.2 feet to an iron pin; thence N. 84-39 W. 99.57 feet to an iron pin; thence N. 06-32 E. 177.5 feet to an iron pin on Fairford Circle being the point of beginning.

This being the identical property conveyed to the Mortgagors by deed of Michael G. Radford to be recorded in the RMC Office for Greenville of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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which has the address of 48 Fairford Circle, Taylors, South Carolina 29687 (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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