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FILED GREENVILLE CO. S. C.

MORTGAGE

BOOK 1482 PAGE 993 41185 BOOK 73 PAGE 1464

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OGONIE S. TANKERSLEY made this 6th day of September 1979, between the Mortgagor, WILLIAM C. NEEL and EVANGELINE K. NEEL (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 NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 (\$9,450.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 6, 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, 1984.

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, and being known and designated as Lot 194 on plat of PEBBLECREEK, PHASE 1, recorded in the RMC Office for Greenville County in Plat Book 5D, Page 2, and also as shown on a more recent plat prepared by Freeland & Associates, dated August 20, 1979 entitled, "Property of William C. Neel and Evangeline K. Neel" recorded in the RMC Office for Greenville County in Plat Book 7R.

Being the same property conveyed to the mortgagors herein by deed of Pebblepart, Ltd., to be recorded of even date herewith.

OGONIE S. TANKERSLEY 10922EP 1263

WILLIAM B. JAMES Attorney At Law

28570 APR 10 1981 APR 8 1981 AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION FORMERLY FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION BY Gary J. James Notary Public

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION RECEIPT \$9,450.00

FILED GREENVILLE CO. S. C. APR 10 3 19 PM '81 OGONIE S. TANKERSLEY

which has the address of Lot 194, Applejack Lane (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".

OGONIE S. TANKERSLEY

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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4328 IV-2