

JAN 31 3 35 PM '79

DONNE S. TAYLOR SLEY
RECORD

MORTGAGE

1458-444

Mail to:
Family Federal Savings & Loan Assn.
Drawer 1.
Greer, S.C. 29651

THIS MORTGAGE is made this 30th day of January 1979 between the Mortgagor, B. J. Fuller and Freda S. Fuller (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America whose address is 713 Wade Hampton Blvd., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Eight Thousand and no/100th (\$48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 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 January 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 lot of land situate in Ward Two in the City and County of Greenville, South Carolina, being known and designated as Lot No. 29, of the Rowley Place, according to a Plat thereof made by W. A. Adams, January, 1910, recorded in Plat Book C, Page 5, beginning at a stake on the Northeast corner of Lavinia and East Avenues, and runs thence N. 21-45 W. with Lavinia Avenue 60 feet to a stake, joint corners of Lots 29 and 30; thence along joint lines of said Lots N. 80 E. 155 feet to a stake on 10 Foot alley; thence S. 21-45 E. 60 feet to a stake on East Avenue; thence with said avenue S. 80-W. 155 feet to the beginning corner.

Being identical property conveyed to Lexington State Bank, its Trust Department of Lexington, S.C., its successors and assigns, by Title to Real Estate dated June 7, 1977, and signed by R. P. Austin, and recorded in the Greenville County R.M.C. Office in Deed Book 1064, at page 2.

500-40-2-12

which has the address of 100 Lavinia Avenue, Greenville, South Carolina 29601 (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.