

MORTGAGE

APR 23 2 47 PM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 20th day of April 1979, between the Mortgagor, James P. Herring and Sharon H. Herring

(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 Seven Thousand, Two Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 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 April 1, 2009

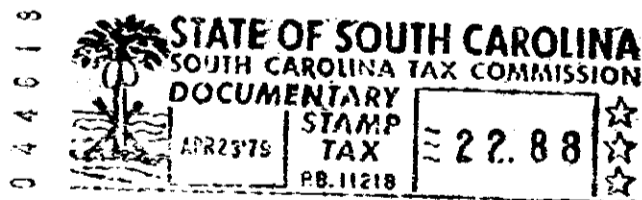
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southeastern corner of the intersection of Stoney Creek Drive with Burning Bush Lane in the City of Mauldin, Greenville County, South Carolina, being known and designated as Lot No. 85 as shown on a plat entitled, Forrester Woods, Section 7, made by R. B. Bruce, dated February 12, 1975, recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-P at pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Burning Bush Lane at the joint corners of Lots Nos. 84 and 85; and running thence along the common lines of said lots, S. 17-48 W., 100 feet to an iron pin; thence along the common lines of Lots Nos. 85 and 86, N. 72-12 W., 150 feet to an iron pin on the eastern side of Stoney Creek Drive; thence along the eastern side of Stoney Creek Drive, N. 17-48 E., 75 feet to an iron pin; thence with the curve of the intersection of Stoney Creek Drive with Burning Bush Lane, the chord of which is: N. 62-48 E., 35.3 feet to an iron pin on the southwestern side of Burning Bush Lane; thence along the southwestern side of Burning Bush Lane, S. 72-12 E., 125 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Mary I. Ricchi, to be recorded herewith.

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which has the address of 105 Burning Bush Lane, Mauldin, South Carolina 29662 (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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