

FILED  
GREENVILLE CO. S. C.  
FEB 18 4 29 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE

REC. 1532 PAGE 795

THIS MORTGAGE is made this 18th day of February 1981, between the Mortgagor, Charles W. Outz, Jr. and Laura G. Outz (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 one thousand six hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 18, 1981 (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, 2001

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, in Greenville Township, being known and designated as Lot No. 33 as shown on plat of Dukeland Park property of the Colonia Company, made by Dalton & Neves, Engineers, June, 1940, recorded in the RMC Office for Greenville County in Plat Book J at Pages 220 and 221, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin at the eastern corner of the intersection of McMakin Drive and Dukeland Drive, and running thence with the southeastern side of Dukeland Drive, N. 54-18 E. 214.7 feet to iron pin at corner of Lot No. 34; thence with line of said lot, S. 81-32 E. 19.6 feet to iron pin at the rear corner of Lot 32; thence with line of Lot No. 32, S. 8-28 W. 150 feet to iron pin on northern side of McMakin Drive; thence with the northern side of McMakin Drive, N. 81-32 W. 173.4 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Bobbie Earline T. McDonald, et al dated February 18th, 1981 and recorded in the RMC Office of Greenville County in Deed Book 1142 at Page 932.

which has the address of 230 McMakin Drive, Greenville, South Carolina, 29609 (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 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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