J.

VCL 1469 FAGE 495

MORTGAGE

THIS MORTGAGE is made this.

7 day of June

19.79, between the Mortgagor, John Mark Luther

(herein "Borrower"), and the Mortgagee,

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

under the laws of SQUTH CAROLINA

STREET, GREENVILLE, SOUTH CAROLINA

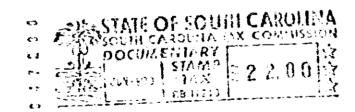
(herein "Lender").

All that certain piece, parcel or lot of land situate, lying and being on the eastern side of Woodruff Road and being known and designated as Lot 1 on a plat of Oak Meadows made by Freeland & Associates in August, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-V at page 11, containing 2.94 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Woodruff Road and running thence N. 39-34 W. to a nail and cap in the center of Woodruff Road; thence turning and running N. 26-56 E. 30 feet to an iron pin; thence continuing N. 26-56 E. 401.48 feet to an iron pin; thence turning and running S. 61-46 E. 390.26 feet to an iron pin; thence turning and running S. 53-22 W. 513.93 feet to an iron pin; thence continuing S. 53-22 W. 30 feet to the nail and cap at the point of beginning.

This mortgage also includes the undivided one-eighteenth (1/18) interest in and to that certain unnamed road shown on the above-mentioned plat.

The above-described property is the same acquired by the Mortgagor by deed from Jack A. Burgess, Jr. and Maria Julia Andraus Burgess dated June 4, 1979 and recorded in the RMC Office for Greenville County on June 5, 1979 in Deed Book 1104 at page 163.



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 I ender's interest in the Property.

SOUTH CAROLINA -1 to 4 Family - 6 75 - ENMA FRUME UNIFORM INSTRUMENT

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