

FILED  
GREENVILLE CO. S. C.

JAN 31 1 39 PM '73

# MORTGAGE

1456 412

DONNIE S. TAYNERSLEY  
R.H.C.

THIS MORTGAGE is made this 29th day of January 1979, between the Mortgagor, William T. Penick, Jr. and Virginia N. Penick, (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").

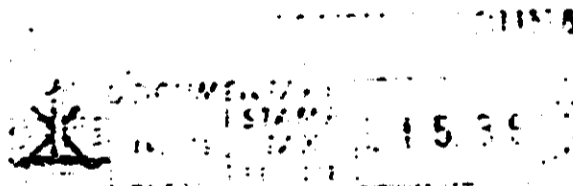
WHEREAS Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand Three Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 29, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 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 situate, lying and being on the Eastern side of Leyswood Drive and being known and designated as Lot No. 4 on a plat of WADE HAMPTON GARDENS, Section III, which is recorded in the RMC Office for Greenville County in Plat Book "YY", at Page 179, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Leyswood Drive at the joint front corner of Lots Nos. 3 and 4, which point is 281.8 feet from the intersection of Leyswood Drive and Lee Road, and running along the line of Lot 3, S. 76-56 W/165 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence turning and running S. 15-04 E. 106.4 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; thence running along the line of Lot No. 5, N. 79-18 E. 162.0 feet to an iron pin on the Eastern side of Leyswood Drive; thence turning and running along Leyswood Drive, N 17-18 W. 281.8 feet.

This being the same property acquired by the Mortgagors herein by deed of John B. Linville of even date and to be recorded herewith.



which has the address of 432 Leyswood Drive, Greenville,

South Carolina 29615 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.

SOUTH CAROLINA 1979 UNIFORM INSTRUMENT

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