

Mortgagee's Address: P. O. Box 1268
Greenville, S. C. 29602

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FILED
GREENVILLE CO. S. C.
APR 30 1 43 PM '79
MORTGAGE

SONNIE S. TANKERSLEY
R.M.C.

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THIS MORTGAGE is made this 27th day of April 1979, between the Mortgagor, Donald B. Smith and Edith Jane Smith (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").

NOTE

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-six Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 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;

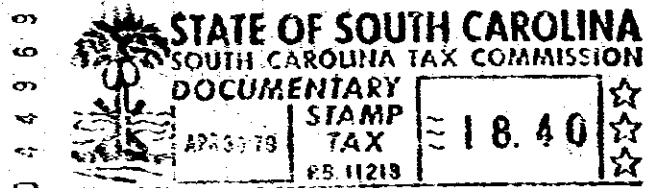
R.M.C. 4M

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 in Greenville County, State of South Carolina, on Manley Drive, being shown and designated as "Property of Mrs. Julia Barnett" according to plat made by Jones Engineering Service, September 8, 1971, and recorded in the RMC Office for Greenville County in Plat Book 4M at Page 101. According to said plat the property is more fully described as follows:

BEGINNING at an iron pin on Manley Drive at the northernmost corner of said lot and running thence along Manley Drive, S. 63-55 E. 100 feet to an iron pin; thence with other property of grantor, S. 41-55 W. 130.2 feet to an iron pin; thence N. 62-25 W. 86 feet to an iron pin; thence N. 32-40 E. 25 feet to an iron pin; thence N. 37-20 E. 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of W. Melvin Barnett and Julia T. Barnett, dated March 30, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1101, at Page 452 on April 30, 1979.



which has the address of Rt. 9, Manly Drive, Greenville, S. C. (Street) (City) (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 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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