

GREENVILLE CO. S.C.

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

May 17 9 24 AM '79
DONNIE S. TANKERSLEY
R.H.C. MORTGAGE

via 1466 123

THIS MORTGAGE is made this 16th day of May 1979, between the Mortgagor, S. Ralph M. Stanberry and Katy S. Stanberry (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 Forty-four Thousand Four Hundred and 00/100 (\$44,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 16, 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 May 1, 2009.

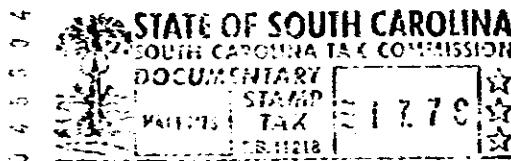
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 5 on Plat entitled Section 1, Powderhorn, dated July 26, 1973, most recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4X at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of Rabon Court at the joint front corner of Lots Nos. 6 and 5; and running thence along the joint line of said Lots N. 39-31 W. 110.0 feet to a point at the joint rear corner of Lots 6 and 5; thence along the rear line of Lot 5, S. 20-27 W. 121.50 feet to a point; thence proceeding S. 53-01 E. 45.0 feet to a point, the joint rear line of Lots 4 and 5; thence proceeding along the joint line of Lots 4 and 5 N. 68-34 E. 102.0 feet to a point on Rabon Court; thence along said Rabon Court N. 6-28 W. 25.0 feet to a point; thence N. 21-27 E. 25.0 feet to the point and place of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of Miriam Reid Vigier and Jean Yves Vigier, dated May 16, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1102 at Page 715 on May 17, 1979.

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which has the address of 5 Rabon Court, Powderhorn, Simpsonville, S. C. (Street) (City) (herein "Property Address"); (State and Zip Code)

214 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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