

FILED
GREENVILLE CO. S. C.

JUN 29 3 28 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 29th day of June 1979, between the Mortgagor, Johnny R. Payne and Paulette J. Payne

(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").

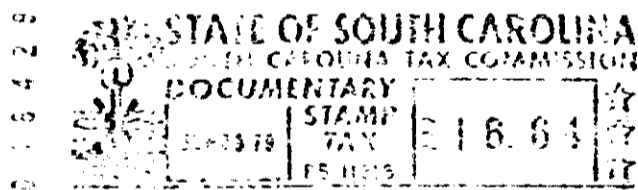
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-one Thousand Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the eastern side of Lanceway Drive in the Town of Mauldin, County of Greenville, State of South Carolina and known and designated as Lot No. 77 of a subdivision known as Hillsborough, Section 2, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-F, at page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Lanceway Drive at the joint front corner of Lots Nos. 76 and 77 and running thence with the joint line of said lots N. 57-24 E. 140 feet to an iron pin; running thence S. 32-36 E. 120 feet to an iron pin at the joint rear corner of Lots Nos. 77 and 78; running thence with the joint line of said lots S. 57-24 W. 140 feet to the eastern side of Lanceway Drive; running thence with the eastern side of said Drive N. 32-36 W. 120 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by Ernest Walker, Jr. by deed of even date, recorded herewith.



which has the address of 111 Lanceway Drive Mauldin, S. C. 29662 (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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