

GREENVILLE CO. S. C.  
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DONNE HAMBERSLEY  
R.M.C.

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# MORTGAGE

THIS MORTGAGE is made this 2nd day of August, 1979, between the Mortgagor, SAMUEL YANCEY and MARY W. YANCEY (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 TWENTY-ONE THOUSAND SIXTY-ONE AND 76/100 (21,061.76) Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 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 August 1, 2000

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 8, on plat entitled "Deerwood" and recorded in the R.M.C. Office for Greenville County in Plat Book 4-J, at Page 167, and being prepared by Campbell & Clarkson, Surveyors, Inc., dated March 27, 1972, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point on the edge of Deerwood Circle, said point being the joint front corner with Lot 9, and running thence along the joint property line of Lot 9, S. 77-00 W. 270-feet to a point said point being the joint rear corner with Lot 9; thence along the joint property line of Lot 4, N.5-00 W. 110-feet to a point, said point being the joint rear corner of Lots 4 and 5; running thence along the joint line of Lot 5 N. 11-19 E. 70-feet to a point; said point being the joint rear corner of Lots 5 and 6; thence continuing along the same call (N. 11-19 E.) along the joint property line of Lot 6, 62.9-feet to a point, said point being the joint front corner with Lots 6, 7, and 8; thence along joint property line of Lot 7, N. 77-00 E. 200-feet to a point in the edge of Deerwood Circle, said point being the joint front corner of Lots 7 and 8, thence along the edge of Deerwood Circle S. 13-00 E. 230-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Ansell B. Parker and Billie J. Parker and being conveyed to Ansell B. Parker and Billie J. Parker by deed of Louise Quillen Foster as recorded in the R.M.C. Office for Greenville County in Deed Book 1023, at Page 219 on August 26, 1975.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY RECORD COMMISSION  
AUG 3 1979

which has the address of 8 Deerwood Circle (Street) Greenville (City), Simpsonville, S.C. (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.

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