

OFFICE OF THE  
S. C.  
AU '79  
SLEY

1418 134

# MORTGAGE

THIS MORTGAGE is made this 24th day of August 1979, between the Mortgagor, JAMES C. DAVIS and BARBARA L. DAVIS (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").

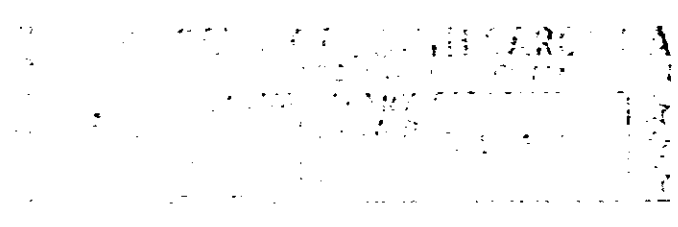
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY ONE THOUSAND SIX HUNDRED and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 in Austin Township, Greenville County, South Carolina, being known and designated as Lot 56 on a plat made by Piedmont Engineers and Architects, dated November 11, 1968, recorded in the RMC Office for Greenville County, South Carolina, on March 4, 1969, in Plat Book WWW, at pages 46 and 47, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the western side of Bethel Road and running thence with said road, S. 48-05 W., 80.4 feet to an iron pin; thence continuing with Bethel Road, S. 52-19 W., 44.6 feet to an iron pin at the joint front corner of Lots No. 55 and 56; thence running with the line of Lots 55 and 56, S. 30-45 E., 164 feet to an iron pin at the joint rear corner of said lots; thence running with the line of Lots Nos. 56, 65, and 64, N. 56-55 E. - 140 feet to an iron pin, joint rear corner of Lots No. 56 and 57; thence running with the joint line of said Lots, N. 36-05 W., 180 feet to an iron pin in Bethel Road, point of beginning.

Derivation: Foothills Delta P., Inc., Deed Book 1110, page 44, recorded August 24, 1979.



6001 02 76. V 1009

which has the address of Lot 56, Bethel Road Simpsonville South Carolina (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.

0184

4328 RV 2