

GREENVILLE CO. S. C.
SEP 21 10 07 AM '79
BONNIE TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1431 PAGE 704

THIS MORTGAGE is made this 21st day of September, 1979, between the Mortgagor, WERBER CO., INC. (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").

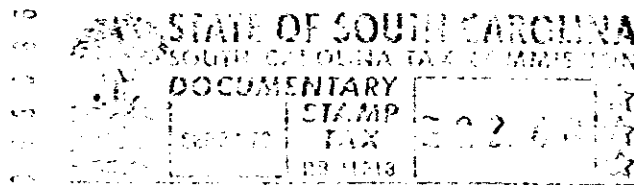
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-SIX THOUSAND AND NO/100 (\$56,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 21, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008.

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 tract of land lying situate in the County of Greenville, South Carolina being known as Lot No. 20, Rustic Estates and being shown in Plat Book 4 R at Page 71, further shown on a plat of Werber Co., Inc. by Carolina Surveying, Co. on September 21, 1979 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point of Muscadine Drive at joint front lots of 19 and 20 and following the curve of Muscadine Drive, the chords of which are S. 48-42 W. 30 feet, S. 13-32 W. 29.97 feet, S. 24-15 E. 35.0 feet; thence leaving Muscadine Drive and running S. 56-04 W. 68.8 feet to a point; thence N. 42-49 W. 120 feet to a point, thence N. 36-37 E. 145.0 feet to a point, then S. 38-19 E. 108.57 feet to the point of the beginning.

This being the same property conveyed to the mortgagor from South Carolina National Bank, recorded in the R. M. C. Office of Greenville County in Deed Book 1066 at Page 335 on October 6, 1977.



GCTO
-----3 SE 24 79
802

which has the address of Lot 20, Muscadine Drive Mauldin,
[Street] [City]
South Carolina 29662
[State and Zip Code] (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 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.

0704

4328 RV-2