

FILED
CO. S. C.
PH '79

MORTGAGE

BOOK 1433 PAGE 446

THIS MORTGAGE is made this 5th day of October 1979, between the Mortgagor, Richard M. Davis and Ponda S. 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").

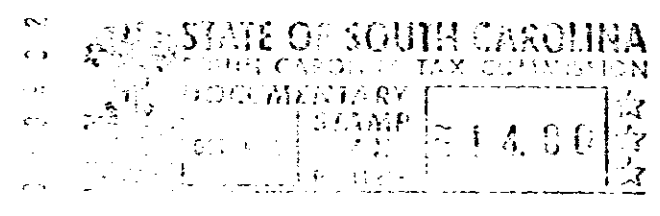
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand and no/100 --- (\$35,000.00) ----- Dollars, which indebtedness is evidenced by Borrower's note dated April 1, 2009 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 23 of Riverdale Subdivision, according to a plat prepared of said Subdivision by Dalton & Neves, Engineers, July, 1957, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book KK, at page 107, and according to said Plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Riverview Drive, joint front corner with Lot No. 24 and running thence with the common line with said Lot, N. 16-51 E. 314.1 feet to a point; thence, S. 64-45 E. 101.1 feet to a point, joint rear corner with Lot 22; thence running with the common line with Lot 22, S. 16-51 W. 299.3 feet to a point on the edge of Riverview Drive; thence running with the edge of said Drive, N. 73-09 W. 100 feet to a point on the edge of said Drive, the point of beginning.

DERIVATION: Deed of C. E. Robinson, Jr., as Trustee under that certain trust agreement dated June 5, 1957, said Deed recorded July 25, 1979 in Deed Book 1107 at Page 767.



which has the address of Lot 23 Riverview Drive, Greenville, South Carolina (herein "Property Address");
[Street] [City] [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 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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