

Mortgagee's Address:

PO Box 1268  
Gvl, SC 29602

BOOK 1484 PAGE 133

# MORTGAGE

FILED  
OCT 11 11 28 AM '79  
S.C.

THIS MORTGAGE is made this 4th day of October 1979, between the Mortgagors DAVID E. McMANAWAY and JUDITH E. McMANAWAY

(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 ELEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$11,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 4, 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 October 1, 2001

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 on the northern side of Hillsborough Drive near the City of Greenville being shown and designated as Lot No. 41 on plat of Merrifield Park recorded in Plat Book 000 at page 177 and described as follows:

BEGINNING at a point on the northern side of Hillsborough Drive at the joint front corner of Lots 40 and 41 and running thence with line of Lot 40 N 4-43 E 199.6 feet to an iron pin; thence with the rear line of Lots 30 and 29 S 71 E 150 feet to an iron pin at corner of Lot 42; thence with line of Lot 42 S 19 W 180 feet to an iron pin on Hillsborough Drive; thence with said drive N 78-33 W 101.8 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Charles T. Carlberg, et al recorded on March 21, 1973 in Deed Book 970 at page 473 in the RMC Office for Greenville County.

It is understood that this mortgage is junior in lien to a first mortgage loan to Fidelity Federal Savings & Loan Assn. recorded in Mortgage Book 1270 at page 262 in the RMC Office for Greenville County.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
201.00

which has the address of 15 Hillsborough Dr. Greenville  
[Street] [City]  
S. C. 29607 (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 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.

RECORD

4328 RV-2