

MORTGAGE S. C. 2004 1485 PAGE 332

THIS MORTGAGE is made this 22nd day of October 1979 between the Mortgagor, Samuel G. Anderson

(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-one Thousand Seven Hundred Nine and 45/100 (\$31,709.45) Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 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, 2007.

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 with the buildings and improvements thereon, lying and being on the westerly side of Elaine Avenue (formerly Keasler Street) near the City of Greenville, S.C., and being designated as Lots 30 and 33 on plat entitled "Pine Brook" as recorded in the R/C Office for Greenville County, S.C. in Plat Book Z, Page 148 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwesterly corner of the intersection of Elaine Avenue and Bridges Avenue and running thence along the westerly side of Elaine Avenue S14-58E 99.3 feet to an iron pin, joint corner of Lots 33 and 29; thence along the line of Lot 29 the same being the rear line of Lots 33 and 30 S56-29W 160 feet to an iron pin; thence N33-31W 151.6 feet to an iron pin on the southerly side of Bridges Avenue, the same being the northwesterly corner of Lot 30; thence along the southerly side of Bridges Avenue N73-06E 200 feet to an iron pin, the point of beginning.

ALSO, all that piece, parcel or lot of land being the Southern one-half portion of that strip of land being shown as part of the Western extremity of Bridges Avenue, North of Elaine Drive, on plat of Pine Brook Development; said plat being recorded in the R/C Office for Greenville County in Plat Book "Z" at Page 148, being more particularly described, all according to said plat, as follows:

BEGINNING at an iron pin at the Southwesterly corner of the intersection of Elaine Drive and Bridges Avenue and at the corner of Lot 33, as shown on said plat, running thence with the Westerly side of Elaine Drive and along Lots 33 and 30 as shown on said plat, S73-06E 200 feet, more or less, to an iron pin; thence N33-31W 26 feet, more or less, to a point midway of the 52-foot right-of-way for Bridges Avenue; thence along the center of said Bridges Avenue in a Northeasterly direction 204.8 feet, more or less, to a point at the intersection of said Bridges Avenue and Elaine Drive, said point being situate on the Southwest side of Elaine Drive; thence S14-48E 26 feet, more or less, to the point of beginning.

This is that property conveyed to Grantor by deed of David A. Weston and Portia K. Weston dated and filed concurrently herewith.

which has the address of 300 Elaine Drive Greenville 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.

1530

4328 RV-2