

GREENVILLE CO. S. C.

MAR 4 11 27 AM '80

DONNIE TANKERSLEY

MORTGAGE

THIS MORTGAGE is made this 3rd day of March 1980, between the Mortgagor, DAVID S. MILLER and SHARON S. MILLER (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 FORTY SEVEN THOUSAND, ONE HUNDRED and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 3, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010.

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, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, being shown and designated as Lot No. 110 of a subdivision known as POWDERHORN, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 4, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of the cul-de-sac at the end of Lexington Court, joint front corner with Lot 111, and running thence with the joint line with Lot 111, N. 24-59 W. 106.5 feet to a point; thence N. 62-10 E. 82.07 feet to a point on the joint line with Lot 101; thence with the joint line with Lot 101, S. 44-25 E. 11.36 feet to a point; thence S. 54-11 E. 95.73 feet to a point at the joint rear corner with Lot 109; thence with the joint line with Lot 109, S. 37-00 W. 100 feet to a point on said cul-de-sac; thence with the northern edge of said cul-de-sac, the chord of which is N. 84-00 W. 51.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of American Service Corporation of S. C., dated March 3, 1980, and recorded simultaneously herewith.

RECORDED IN GREENVILLE, SOUTH CAROLINA DOCUMENTARY BY STAMP 5 18 80

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which has the address of 111 Lexington Court, Simpsonville (City) South Carolina 29681 (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.

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