

MORTGAGE

THIS MORTGAGE made this 14th day of April 1980, between the Mortgagor, Herbert L. Smith (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 Sixteen Thousand Two Hundred Three and 66/100 (\$16,203.66) Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 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 April 1, 1995.

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 on the southern side of Greenfield Drive in Butler Township, Greenville County, State of South Carolina, being shown and designated as Lot 18 on a plat of Greenfields Subdivision recorded in the RMC Office for Greenville County in Plat Book XX at Page 103 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Greenfield Drive at the joint front corner of Lots 18 and 19, and running thence along the common line of Lots 18 and 19, S. 9-13 E. 113.0 feet to an iron pin, joint rear corner Lots 18, 19 and 20; thence along the line of lot 20, S. 72-10 W. 100.0 feet to an iron pin on the eastern side of Greenfield Court; thence along Greenfield Court N. 17-50 W. 109.9 feet to an iron pin at the corner of the intersection and following the curvature thereof, the chorc being N. 29-25 E. 34 feet to an iron pin on the southern side of Greenfield Drive; thence along Greenfield Drive N. 76-35 E. 25 feet to an iron pin; thence still with Greenfield Drive, N. 89-00 E. 68.8 feet to the beginning corner.

This being the property conveyed to the mortgagor herein by deed from Harold E. Thomason, Jr. dated April 14, 1980, and recorded April 14, 1980, in the RMC Office for Greenville County in Deed Book 1123 at Page 860.

which has the address of 1 Greenfield Drive, Greenville, South Carolina 29615 (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.

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