

FILED
GREENVILLE, S. C.

APR 13 10 43 AM '80

DONALD E. HARRISLEY
R.M.C.

MORTGAGE

BOOK 1500 PAGE 712

THIS MORTGAGE is made this 14th day of April 1980, between the Mortgagor, Joe Michael Brown and Peggy Diane Brown (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 Twenty-Four Thousand Six Hundred Twenty and 19/100 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, 2002.

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 lying, being and situate on the Northern side of Eastcliffe Way in Greenville Township, County and State aforesaid, being shown and designated as Lot No. 209 of Section 3 of Westcliffe Subdivision on plat of same recorded in the R.M.C. Office for Greenville County in Plat Book JJJ, at Pages 74 and 75, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the Northern side of Eastcliffe Way at the joint front corner of Lots 209 and 210, and running thence with the line of Lot 210, N. 33-12 W. 172 feet to an iron pin; thence, N. 56-48 E. 100 feet to an iron pin at the corner of Lot 208; thence with the line of Lot 208, S. 33-12 E. 172 feet to an iron pin; thence with the northern side of Eastcliffe Way, S. 56-48 W. 100 feet to the beginning point.

This is the same property conveyed to the mortgagors herein by deed of Vernon L. Misenheimer and Patty G. Misenheimer, dated April 14, 1980, and recorded simultaneously herewith in Deed Book 1123, at Page 909, of the RMC Office for Greenville County, South Carolina.

which has the address of 14 Eastcliffe Way Greenville, S.C. 29611 (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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