

RECORDED  
DONNELL  
R.M.C.  
11 AM '80  
LINNERSLEY

# MORTGAGE

THIS MORTGAGE is made this 9th day of September 1980, between the Mortgagor, J. T. Pace and Ruth S. Pace (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 Six Thousand Two Hundred and No/100 (\$26,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 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 September 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 certain piece, parcel or lot of land in the Town of Mauldin, County of Greenville, State of South Carolina, at the northeast corner of intersection of Libby Lane and Lancemay Drive, being shown and designated as Lot No. 98, on plat of Hillsborough, Section 2, recorded in the RMC Office for Greenville County, S. C., in Plat Book "4-F", at Page 51, and being more particularly described in accordance with a more recent survey entitled "Property of J. T. Pace and Ruth S. Pace" dated August 29, 1980, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County in Plat Book 8-G, at Page 3. Reference to said more recent survey is hereby craved for the metes and bounds description thereof.

This being the same property conveyed to the Mortgagors herein by deed of Ted N. Ramsey and Nancy C. Ramsey dated September 9, 1980 and to be recorded of even date herewith.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
10.48  
1980

SC10 ----- SF2380 1110

which has the address of 109 Libby Lane, Mauldin, (Street) (City)  
S. C. 29662 (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 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.

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