

FILED
GREENVILLE, S.C. MORTGAGE

MAR 2 3 31 PM '81

THIS MORTGAGE is made this 27th day of February, 1981, between the Mortgagor, JOSEPH A. WELLS AND J. MARK WELLS (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 ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 27, 1981 (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, 2011;

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 on the southern side of Gray Fox Square, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 127 on a plat entitled "Gray Fox Run" made by C. O. Riddle, R.L.S., on November 6, 1975, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 9, and revised on March 4, 1976, said revised plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 16, and having according to a more recent plat by Freeland and Associates, dated February 2, 1981, Entitled "Property of J. A. Wells and J. Mark Wells, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Newington Green at the joint front corner of Lots Nos. 126 and 127 and thence with the joint line of said lots S. 44-06 E. 212.4 feet to an iron pin; thence N. 87-24 W. 218.4 feet to an iron pin at the joint rear corner of Lots 127 and 128; thence with the joint line of said lots, N. 02-36 E. 130 feet to an iron pin on the southern side of Newington Green; thence with the southern edge of Newington Green S. 87-24 E. 27.4 feet to an iron pin; thence with the curve of the cul de sac of Newington Green, the chord of which is N. 69-15 E. 39.6 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of David H. Taylor and Elizabeth B. Taylor, dated February 27, 1981, and recorded simultaneously herewith.

which has the address of 10 Newington Green, Taylors, South Carolina 29687 (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.

GCTO -----3 MR 281 267

4.00CT

976

4328 RV-2