

FILED
GREENVILLE, S.C. MORTGAGE

BOOK 1531 PAGE 777

FEB 5 12 32 PM '81

THIS MORTGAGE is made this 30th day of January, 1981, between the Mortgagee, M.C. THERON E. BARNETT (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 ---EIGHTEEN THOUSAND, FIVE HUNDRED AND NO/100 (\$18,500.00)--- Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 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 February 1, 1991;

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 tract of land, lying and being on the Northeasterly side of Gilreath Mill Road, in the State and County aforesaid, and having such metes and bounds, courses and distances, as are shown on Plat of R.T. Stone Estate, tract 3, property of Theron E. Barnett, made by Freeland & Associates, dated January 27, 1981, and containing 7.339 acres, more or less. Said plat is recorded in Greenville County R.M.C. Office in Plat Book 8K, Page 25. This being the identical property conveyed to Theron E. Barnett, by Deed of Agnes S. Edwards dated March 28, 1980.

DERIVATION: See Deed of Agnes S. Edwards dated March 28, 1980, recorded in Deed Book 1123, Page 253.

which has the address of Highway 101 North, Greer, (City)
South Carolina 29651 (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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