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MORTGAGE

DONNE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 9th day of March 1979, between the Mortgagor, Richard Lewis McAbee and Catherine Elaine N. McAbee (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 Nineteen Thousand and no/100ths (\$19,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 9, 1979 (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, 1999;

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 and the improvements thereon, situate, lying and being in the State and County aforesaid, Chick Springs Township, about three miles southwest from Greer, S. C. lying on the eastern side of the Greer-Brushy Creek Road, being bounded on the east by lands of John Elmore, on the south by other lands of myself, and on the western side by the said road and other lands of myself, and being a part of the 47.35 acre tract conveyed to me by deed from the executors of the Last Will and Testament of Mrs. Willie Moore, deceased, and having the following courses and distances, to wit:

BEGINNING on a nail and stopper in the center of the said Greer-Brushy Creek Road, joint corner of John Elmore lands, and runs thence with the Elmore line, S. 5-45 E. 450 feet to an iron pin on the said line; thence a new line N. 57-12 W. 376.2 feet to a nail and stopper in the said Greer-Brushy Creek Road (iron pin back on line at 12.7 feet); thence with the said road N. 37-00 W. 122 feet to a nail and stopper; thence N. 49-00 E. 100 feet to a nail and stopper; thence N. 54-30 E. 100 feet to a nail and stopper in the center of the cross roads of the said Greer-Brushy Creek Road and the Suber Road; thence N. 60-45 E. 45.8 feet to the beginning corner, containing One and Sixty-Three One-hundredths (1.63) acres, more or less.

This being the same property conveyed unto Elaine N. McAbee and Richard Lewis McAbee by deed of Margarett L. Boyter Swank, Dennis Kelly Swank, and John Michael Swank, dated and recorded concurrently herewith.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

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In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect -*cont. below which has the address of Route 8, Brushy Creek Road, Greer, South Carolina (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 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. *it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

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