

MAR 15 4 23 PM '79

MORTGAGE

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this <sup>R.M.C.</sup> 15th day of March 1979, between the Mortgagor, H. Tigner Culpepper (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 SIXTY THOUSAND FIFTY AND no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 15, 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 April 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 piece, parcel or lot of land situate, lying, and being on the northern side of Shadowmere Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 45 as shown on a plat entitled "Trollingwood, Section I, Revised" prepared by Enwright and Associates, dated February 6, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6H at page 98 having according to said plat, the following metes and bounds:

Beginning at an iron pin on the northern side of Shadowmere Drive at the joint front corner of Lots No. 44 and 45 and running thence with the line of Lot No. 44 north 8° 10' West 232.1 feet to an iron pin at the normal pool line of a lake known as Lake Trollingwood; thence with the normal pool line of said lake north 51° 14' east 82.9 feet to an iron pin thence continuing with the normal pool line of said lake north 73° 17' east 108 feet to an iron pin at the joint rear corner of Lots No. 45 and 46; thence with the line of Lot No. 46 south 7° 32' east 291.3 feet to an iron pin on the northern side of Shadowmere Drive; thence with the Northern side of Shadowmere Drive south 82° 09' west 175 feet to the point of beginning.

This property is subject to all restrictions, zoning, ordinances, set-back lines, roadways, easements and rights of way if any, affecting the above described property including restrictions applicable to Trollingwood Section I recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 906 at page 400.

This is the identical property conveyed to the mortgagor herein by Correction Deed of Trollingwood Realty Company, a partnership, which Deed is dated February 22, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1098 at page 44, on March 9, 1979; and said Correction Deed was given to correct errors in the description of Lot No. 45 of Trollingwood, Section I in a Deed from the same Trollingwood Realty Company, a partnership, to the mortgagor herein and Laurie G. Culpepper which Deed dated October 5, 1977, is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1066 at page 531; and all the right, title and interest of Laurie G. Culpepper to the said Lot No. 45 of Trollingwood, Section I was conveyed to the mortgagor herein by Deed dated September 7, 1978, and recorded in the R.M.C. Office for Greenville County, Greenville, South Carolina in Deed Book 1086 at page 958; which has the address of 45 Shadowmere Drive, Pelzer, South Carolina (herein "Property Address");

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 MAR 15 1979 553

3. SOCI

15720

4328 RV-2