

FILED
GREENVILLE CO. S. C.

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CONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 5th day of April, 1979, between the Mortgagor, Vernon E. Whelchel and Margaret A. Whelchel (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 Fifty-six Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 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 September 1, 2008;

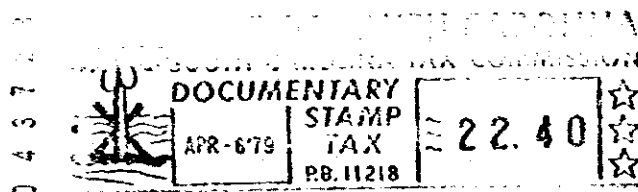
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, together with all buildings and improvements thereon, situate, lying and being on the southern side of Browning Drive, in Greenville County, South Carolina, being known and designated as Lot No. 24 as shown on a plat entitled, Map of Boiling Springs Estates, dated July 1961, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book YY at Pages 14 and 15, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Browning Drive at the joint front corner of lots nos. 23 and 24 and running thence along the common line of said lots, S. 10-17 E., 216.6 feet to an iron pin; thence along the common line of Lots 17 and 24, N. 74-44 E., 530.6 feet to an iron pin on the western side of Browning Drive; thence along the western side of Browning Drive, N. 17-17 W., 157.1 feet to an iron pin; thence with the curve of the southern side of Browning Drive, the chords of which are: N. 28-17 W., 80 feet to an iron pin, N. 50-17 W., 80 feet to an iron pin, N. 72-17 W., 80 feet to an iron pin, S. 85-43 W., 80 feet to an iron pin, and S. 59-25 W., 113.6 feet to an iron pin; thence along the southern side of Browning Drive, S. 43-35 W., 218.9 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to Vernon E. Whelchel and Margaret A. Whelchel by deed of Roy Clifton Cleveland and Helen J. Cleveland recorded October 5, 1978 in Deed Book 1089 at Page 333.

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which has the address of Lot 24 Browning Drive Greer (Street) (City)
S. C. 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 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.

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