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JUN 15 4 11 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 15th day of June 19. 79, between the Mortgagor, Rufus F. Merritt and Frances G. Merritt (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 Thirteen Thousand Four Hundred Nine and 95/100 (\$13,409.95) Dollars, which indebtedness is evidenced by Borrower's note dated June 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 June 1, 1994

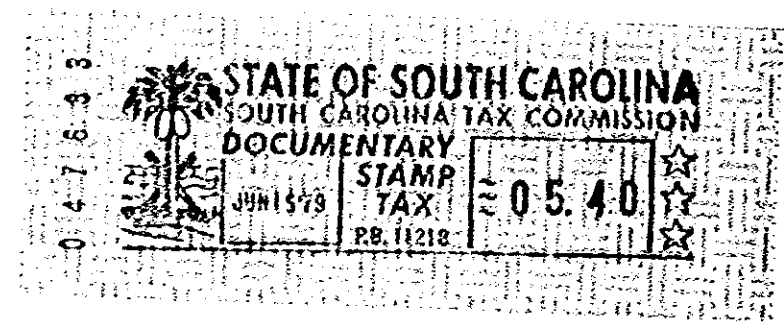
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the County of Greenville, State of South Carolina, Austin Township, in the Town of Mauldin, being known and designated as Lot 11, on a plat of property of J. W. Whitt, made by C. O. Riddle, Surveyor, dated February 22, 1956, recorded in Plat Book PP, Page 99, RMC Office for Greenville County, and also shwon on a more recent plat of property of Verbon C. and Alice K. Peppers, prepared by R. B. Bruce, Surveyor, and being more particularly described to plat of J. W. Whitt, property, to-wit:

BEGINNING at an iron pin on Sunrise Drive, at the joint corner of Lots 10 and 11 and running thence with said Drive, N. 84-41 E. 130 feet to an iron pin; thence N. 24-06 W. 228.4 feet to an iron pin; thence S. 60-3 W. 100 feet to an iron pin; thence S. 16-36 E. 178.6 feet to an iron pin on Sunrise Drive, being the point of beginning.

This being the same property acquired by the Mortgagors herein by deed of James A. Merritt and Helen F. Merritt of even date to be recorded herewith.

THE mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.



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which has the address of 121 Sunrise Drive, Mauldin, 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.

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