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UNIVERSITY MICROFILMS

Return to: Robert A. Clay, Attorney

# MORTGAGE

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THIS MORTGAGE is made this 8th day of August, 1979, between the Mortgagor, Joe E. Shaw, Jr. (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 Thirty-Three Thousand & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 8th, 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 August 1, 2009.

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 with improvements thereon, situate, lying and being known and designated as Lot 33 and part of Lot 32, according to a plat of Stone Lake Heights, Section No. 1, according to a plat Book BB at page 133, and having according to a recent survey prepared by Freeland & Associates, dated August 1, 1979, the following metes and bounds, to-wit:*

*BEGINNING at the joint front corner of Lots 33 and 34 and running thence with the joint line of said lots, S. 88-25 E., 287 feet to iron pin at Stone Lake; thence with Stone Lake, the traverse of which is, S. 1-35 W. 225.62 feet; thence through Lot 32, N. 88-25 W. 287 feet to Lakecrest Drive; thence with said Drive, N. 1-35 E. 225.62 feet to the beginning corner.*

*This being the same property conveyed unto Joe E. Shaw, Jr. by deed from B. Frank Mayfield recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 505 at page 185 and being recorded August 3, 1954.*

*Also, being the same property conveyed unto Joe E. Shaw, Jr. by deed from T.C. Stone et al recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 472 at page 39 and recorded the 9 day of Feb 1953.*

*TOGETHER with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian owner, including, without being limited to, the right and privilege as appurtenant to said lot, to go upon and use the waters of said lake for the purpose of engaging in normal aquatic sports such as boating, fishing, and swimming, and the further right to construct and maintain a dock or landing which does not extended farther than 15 feet from the waters edge and is so located as not to interfere with the reasonable use of Stone Lake by any other riparian owner, it being the intention of the grantor to convey herein all the rights and privileges granted the grantor in deed of T. C. Stone, et al by deed dated January 30, 1953 in deed volume 472 page 31 of the R.M.C. Office for Greenville County.*

*This conveyance is subject to the restrictions and protective covenants recorded in deed volume 466 at page 279 and volume 471 at page 23 and is also subject to recorded easements.*

which has the address of 22 Lakecrest Drive, Greenville, S., C. 29609 (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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