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DONNER  
HARRISLEY  
R.M.C.

BOOK 1481 PAGE 223

# MORTGAGE

THIS MORTGAGE is made this 13 day of September 1979, between the Mortgagor, John W. Cooper and Louise B. Cooper (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 FORTY-EIGHT THOUSAND and 00/100 (\$48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 13, 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, 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 lot of land at the southeast corner of the intersection of East Tallulah Drive and Penn Street (formerly known as Smith Street) in the City of Greenville, County of Greenville, State of South Carolina, being a portion of Lot 11 on plat of property of D. T. Smith recorded in the RMC Office for Greenville County, S.C. in plat book "F" page 108, and having according to a recent survey by R. W. Dalton, September, 1979 the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeast corner of the intersection of East Tallulah Drive and Penn Street (formerly Smith Street) and running thence along the south side of East Tallulah Drive N. 64-20 E. 66.66 feet to an iron pin; thence with a new line through Lot No. 11, S. 25-40 E. 200 feet to an iron pin in line of Lot No. 12; thence with the line of said lot, S. 64-20 W. 66.66 feet to an iron pin on the northeast side of Penn Street; thence with the northeast side of said street, N. 25-40 W. 200 feet to the beginning corner.

THIS is the same property conveyed to the mortgagor by M. G. Proffitt by deed dated and recorded September 26, 1961 in deed volume 682 at page 488 in the Office of the R.M.C. for Greenville County, S.C.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
RECORDED  
SEP 19 1979

which has the address of 100 East Tallulah Drive Greenville, SC 29605 (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 seized 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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