

FILED  
OCT 31 11 48 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

1450-562

THIS MORTGAGE is made this 24th day of October, 1979, between the Mortgagor, ALAN MARSHALL AND ANNE S. MARSHALL (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 Thousand Eight Hundred Fifty-one and 85/100 (\$50,851.85) Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 October 1, 2006.

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 at the intersection of Stone Ridge Road and Stone Ridge Court in the County of Greenville, State of South Carolina, being known and designated as Lot No. 209 as shown on a plat entitled "Map No. 2, Section I, Sugar Creek", prepared by C. O. Riddle, dated June 14, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R at page 85, and having, according to said plat and a more recent plat entitled "Property of Alan Marshall and Anne S. Marshall", prepared by Webb Surveying & Mapping Co., dated October 19, 1979, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Stone Ridge Court at the joint front corner of Lots Nos. 208 and 209, and running thence with the curve of the Southern side of Stone Ridge Court, the chord of which is N. 66-48-45 E. 71.67 feet to an iron pin; thence continuing with the curve of said Court, the chord of which is N. 47-14-21 E. 44.16 feet to an iron pin at the Southwestern corner of the intersection of Stone Ridge Court and Stone Ridge Road; thence S. 54-28-22 E. 35.08 feet to an iron pin on the Western side of Stone Ridge Road; thence with the Western side of Stone Ridge Road S. 8-58-00 E. 183.32 feet to an iron pin; thence S. 81-19-30 W. 200.30 feet to an iron pin; thence N. 37-30-00 W. 31.50 feet to an iron pin in the line of Lot No. 208; thence with the line of Lot No. 208 N. 22-35-30 E. 160.83 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Frank Howard Kasper, et al., dated October 24, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1114 at page 659, on Oct. 31, 1979.

which has the address of 600 Stone Ridge Road Greer South Carolina 29651 (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.

SOUTH CAROLINA 1 to 4 Family 6 75 FNMA FHLMC UNIFORM INSTRUMENT

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