

GREENVILLE CO. S. C.  
DEC 26 2 49 PM '79  
DONNIE W. WALKERSLEY

# MORTGAGE

THIS MORTGAGE is made this 21st day of December 1979, between the Mortgagor, Gilbert F. Henderson and Shirley W. Henderson (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").

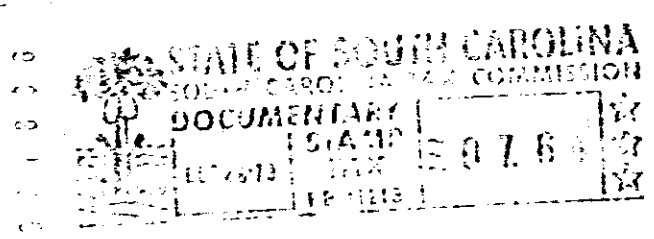
WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen thousand ninety-two and 43/100ths (\$19,092.43) Dollars, which indebtedness is evidenced by Borrower's note dated December 21, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1st, 1990

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, situate, lying and being on the eastern side of Saluda Circle, in the County of Greenville, State of South Carolina, being shown and designated as Lot 147 on a Plat of WESTCLIFFE, Section III, prepared by Piedmont, Engineers and Architects on December 11, 1963, and recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 72-75, inclusive, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Saluda Circle at the joint corner of Lots 140 and 147 and running thence S. 85-28 E. 174.4 feet to an iron pin; thence running S. 39-15 W. 167.9 feet to an iron pin; thence running S. 83-27 W. 125.1 feet to an iron pin on the eastern side of Saluda Circle; thence with Saluda Circle N. 27-03 E. 100 feet to an iron pin; thence continuing with Saluda Circle N. 09-02 E. 70 feet to the point of beginning.

DERIVATION: Deed of William J. Butler and Margie R. Butler, executed December 21, 1979 and recorded in the RMC Office for Greenville County on December 26, 1979 in Deed Book 1119 at Page 880.



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which has the address of Lot 147, Saluda Court, Greenville County, SC (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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