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GREENVILLE CO. S. C.

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DONNIE L. SANDERSLEY  
R.M.C.

BOOK 1492 PAGE 916

# MORTGAGE

THIS MORTGAGE is made this seventh day of January, 1980, between the Mortgagor, Perry E. Burton and Eugenia H. Burton (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").

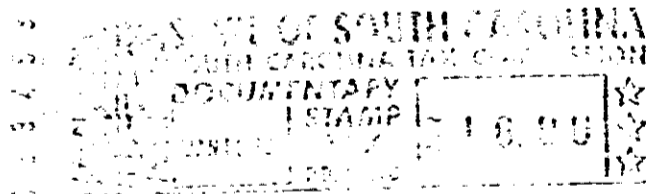
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand, Nine Hundred Fifty and 00/100 (\$44,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2010;

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 the buildings and improvements thereon, lying and being on the northerly side of Lexington Court in the City of Simpsonville, South Carolina, being known and designated as Lot Number 106 of Section 3 of Powderhorn Subdivision, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at Page 4 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Lexington Court, said pin being the joint front corner of Lots 106 and 107 and running thence with the common line of said lots N. 37-00 E., 139 feet to an iron pin, the joint rear corner of Lots 105, 106, and 107; thence with the common line of Lots 105 and 106, S. 83-38 E., 75.74 feet to an iron pin on the westerly side of Powderhorn Road; thence with the westerly side of Powderhorn Road S. 1-19 W., 80 feet to an iron pin; thence continuing with said road S. 3-05 E., 60 feet to an iron pin at the intersection of Powderhorn Road and Lexington Court; thence with said intersection S. 46-20 W., 32.53 feet to an iron pin on the northerly side of Lexington Court; thence with the northerly side of Lexington Court N. 84-16 W., 16.35 feet to an iron pin; thence N. 77-32 W., 46 feet to an iron pin; thence N. 68-59 W., 25 feet to an iron pin; thence N. 53-00 W., 65 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of American Service Corporation, dated January 7, 1980, to be recorded herewith.



which has the address of Lot 106, Lexington Court, Simpsonville, South Carolina 29681 (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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