

FILED
GREENVILLE CO. S. C.

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DONN L. WALKERSLEY
R.M.C.

BOOK 1495 690

MORTGAGE

THIS MORTGAGE is made this 14th day of February, 1980, between the Mortgagor, Thomas J. Bennett and Sarah R. Bennett, (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").

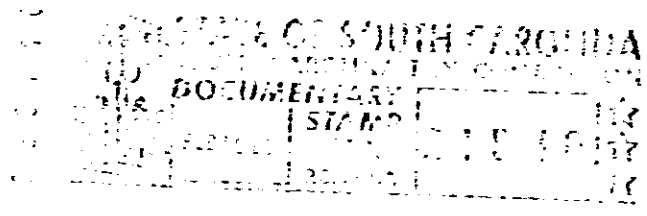
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand, Four Hundred Forty-nine and 04/100ths Dollars, which indebtedness is evidenced by Borrower's note dated February 14, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2005;

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 of lot of land, with all improvements thereon, situate lying and being in the State of South Carolina, County of Greenville, on the eastern side of Waccamaw Avenue being shown and designated on a plat of Property of Thomas J. Bennett and Sarah R. Bennett as prepared by Freeland & Associates dated February, 1980 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Waccamaw Avenue which point is located 170 feet from the southeastern corner of the intersection of said Waccamaw Avenue and a 20 foot alley and running thence S 72-22 E 226.6 feet to a point; thence S 11-58 W 177.6 feet to a point; thence N 78-02 W 225 feet to a point on the eastern side of Waccamaw Avenue; thence along the eastern side of said Waccamaw Avenue, N 11-58 E 200 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of James W. Doares and Amy S. Doares as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1170, Page 649, on February 15, 1980.



which has the address of 213 Waccamaw Avenue Greenville, South Carolina 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 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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