

FEB 28 AM '80
W. W. WILKINS
REC'D

MORTGAGE

THIS MORTGAGE is made this 28th day of February 19.80., between the Mortgagor, Henry Levy (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-ONE THOUSAND FOUR HUNDRED FIFTY AND 90/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 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, 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 with all buildings and improvements thereon, situate, lying and being on the northern side of Seabury Drive being known and designated as Lot No. 79 on a plat of Merrifield Park made by C. O. Riddle October, 1967, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 000, page 177 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Seabury Drive at the joint front corner of Lots Nos. 78 and 79 and thence with the common line of said lots N. 19-00 E. 80 feet to an iron pin at the joint rear corner of said lots; thence S. 71-00 E. 110 feet to an iron pin at the joint rear corner of said Lots No. 79 and 80; thence with the common line of said lots, S. 19-00 W. 180 feet to an iron pin on the northerly side of Seabury Drive, thence with the northerly side of Seabury Drive, N. 71-00 W. 110 feet to an iron pin, the point of the beginning.

This is the same property conveyed to the mortgagor by deed recorded herewith. This is also the same property conveyed to William C. Mavity in Deed book 1035 at page 127 recorded in the RMC Office for Greenville County April 22, 1976.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SOUTH CAROLINA
GREENVILLE COUNTY
FEB 28 1980

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which has the address of 121 Seabury Drive Greenville, South Carolina (Street) (City) (herein "Property Address"); (State and Zip Code)

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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