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MORTGAGE

THIS MORTGAGE is made this 26th day of March 1980, between the Mortgagor, John Barber and Rosemary Barber (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-four Thousand Eight Hundred Five and 03/100ths (\$34,805.03) Dollars, which indebtedness is evidenced by Borrower's note dated March 26, 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 March 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 or lot of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, shown as Lot 161 on plat of Forrester Woods, Section 4, recorded in Plat Book 4-R, at Page 68, and having according to a more recent plat by Freeland & Associates, dated March 26, 1980, entitled Property of John Barber and Rosemary Barber, the following metes and bounds, to-wit:

BEGINNING at an iron pin, joint front corner of Lots 160 and 161 on the South-western side of Hamby Road, thence S 45-43 E. 100.0 feet to an iron pin, joint front corner of Lots 161 and 162; thence along the common line of said lots, S 44-25 W 158.9 feet to an iron pin; thence along the common line of Lot 161 and 176 N 47-03 W 100.0 feet to an iron pin, joint rear corner of Lots 161 and 160; thence N 44-24 E 161.2 feet to the point of beginning.

This being the same property conveyed unto John Barber and Rosemary Barber by deed of Cecil C. Robinson and Iverna G. Robinson, dated and recorded concurrently herewith.

which has the address of Lot 161, Hamby Road Greenville, South Carolina 29607 (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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