

FILED  
MAR 23 10 28 AM '80  
DONALD W. HARRISLEY  
R.M.C.

# MORTGAGE

ECO: 1501 PAGE 461

THIS MORTGAGE is made this 23rd day of April, 1980, between the Mortgagor, Dan W. Wilson and William S. Benson

(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 ---Fifteen Thousand Four Hundred and NO/100--- Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 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 April 1, 1995.

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: Chick Springs Township, lying on the south side of West Poinsett Street, and being shown and designated on survey and plat entitled "Survey for Dan W. Wilson and William S. Benson, prepared by Wolfe & Huskey, Inc., dated April 18, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 72 at Page 32; reference to said plat hereby pleaded for a more complete description as to metes and bounds, courses and distances.

This conveyance is subject to all restrictions, easements, rights of way, roadways, sidewalks and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by deed of Betty L. Dunn to be recorded herewith.

RECEIVED  
DEPARTMENT OF REVENUE  
STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX STAMP  
APR 23 1980

which has the address of 809 W. Poinsett Street, Greer,  
[Street] [City]  
S.C., 29651 (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 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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