

MORTGAGE

FEB 5 4 35 PM '81

THIS MORTGAGE is made this 5th day of February 1981, between the Mortgagor, Joseph F. Sullivan and Donna H. Sullivan (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-seven Thousand, Eight Hundred and No/100 (\$47,800.) Dollars, which indebtedness is evidenced by Borrower's note dated February 5, 1981 (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, 2011

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 improvements thereon, situate, lying and being on the northern side of Rockmont Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 155, Section III of a subdivision known as Lake Forest, plat of which is recorded in the RMC office for Greenville County in Plat Book GG at page 77 and according to said plat has the following metes and bounds, to wit:

Beginning at an iron pin on the northern side of Rockmont Road at the joint front corner of Lots Nos. 154 and 155 and running thence N 36-41 E, 321.1 feet to a branch; thence N 70-06 W, 100 feet to a point in the dam of Lake Fairfield, thence along the high water mark of Lake Fairfield, the traverse line of which is N 69-27 W, 175.7 feet to a point at which the common line of Lots Nos. 155 and 156 join at the highwater mark of Lake Fairfield; thence along common line of Lots 155 and 156, S 24-23 W, 248.1 feet to an iron pin on the northern side of Rockmont Road, joint front corner of Lots 155 and 156; thence along northern side of Rockmont Road, S 56-05 E, 115.4 feet to a point; thence along the northern side of Rockmont Road, S 49-26 E, 96.6 feet to the point of beginning, being more completely described on plat of survey by Richard D. Wooten, Jr. RLS dated February 4, 1981.

This being the same property conveyed to the mortgagors herein by deed of Edward and Lois Layton dated February 5, 1981 and recorded simultaneously herewith.

W. Yoho

which has the address of 15 Rockmont Road Greenville (City) S. C. 29615 (State and Zip Code) (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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