

GREENVILLE 29602

JAN 15 10 11 AM '79

STATE OF SOUTH CAROLINA

**MORTGAGE**

1455 REV 111

THIS MORTGAGE is made this 15th day of JANUARY 1979, between the Mortgagor, WILLIAM FRANCIS LEHR AND JUDY BROWN LEHR (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 SIXTY-TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated JANUARY 15, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2009

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, and the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as a 3.10 acre tract on Trenholm Road on a survey of Property of William Francis Lehr and Judy Brown Lehr prepared by Carolina Surveying Co., on January 8, 1979, and being recorded herewith in Plat Book       , at Page       , in the R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the joint front corner of property of Gilbert and Lehr and running thence S. 82-25 W. 250 feet to an old iron pin; thence running N. 0-20 E. 393.8 feet to an old iron pin; thence running along line of property of Gorman, N. 77-42 E. 266.6 feet to an old iron pin; thence continuing N. 63-47 E. 72.8 feet to an old iron pin; thence running with line of Gilbert property, S. 2-26 E. 437 feet to an old iron pin, the point of beginning.

Derivation: Deed Book 1095, Page 319 - Christine D. Foster 1/15/79

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GREENVILLE, SOUTH CAROLINA  
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which has the address of 17 Trenholm Road Greenville S. C. 29615 (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 feehold 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 therein 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 and all claims, liens, mortgages or restrictions listed in a schedule of exceptions to coverage, in any title insurance policy issued by Lender on the Property.

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