

GREENVILLE CO. S.C.

MORTGAGE

1455 153

JAN 15 4 03 PM '79

CONNIE S. TANKERSLEY

THIS MORTGAGE is made this 10th day of January, 1979, between the Mortgagor, LARRY P. MC CARTNEY and PEGGY N. MC CARTNEY

(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").

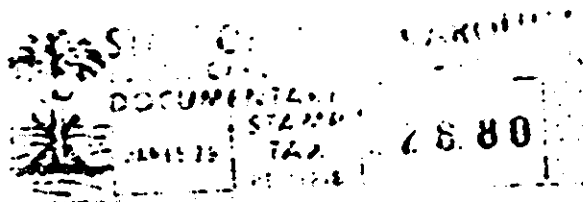
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SEVEN THOUSAND AND NO/100-- (\$67,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2008

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 lot of land situate on the southwestern side of Hammett Road being shown as a tract containing 1.02 ac. on a plat of the Property of Larry P. McCartney, dated December 13, 1978, prepared by Jones Engineering Service, recorded in Plat Book 6-Y at page 15 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Hammett Road at the joint front corner of property belonging to Delaney and running thence with the Delaney property S 58-46 W 210 feet to an iron pin; thence N 42-06 W 224.3 feet to an iron pin; thence N 51-42 E 155 feet to an iron pin; thence S 86-13 E 36.9 feet to an iron pin on Hammett Road; thence with said road the following courses and distances: S 43-28 E 48.6 feet, S 48-28 E 60 feet, S 52-29 E 60 feet and S 49-32 E 60 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Heritage Homes, Inc., to be recorded herewith.



which has the address of Lots 120 and 121 - Riverdowns, Greer, SC 29651 (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, for the leasehold estate if the Mortgage is on a leasehold, are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate here conveyed and has the right to mortgage, grant and convey the Property, that the Property is unincumbered, 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 encumbrances listed in a schedule of exceptions to coverage in any title insurance policy issued by Lender on the Property.

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