

FILED
GREENVILLE CO. S. C.

MORTGAGE

JUN 4 3 39 PM '79

THIS MORTGAGE AGREEMENT was made this 1 day of June 1979, between the Mortgagor, Joseph R. and Mildred W. Weber (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").

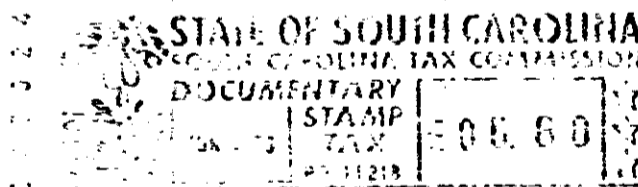
WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand Four Hundred Thirty Nine and 30/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2000

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 situate, lying and being in the Fairview Township, Town of Fountain Inn, County of Greenville, State of South Carolina, being known and designated as Lot No. 11 on plat of Property of Floyd and Mary W. Weathers, prepared by W. J. Riddle, dated March 28, 1952, amended by L. P. Slattery, March 19, 1953, and recorded in Plat Book DD, Page 99, and a more recent plat of Joseph R. and Mildred W. Weber as prepared by Century Land Surveying Company as recorded in the RMC Office for Greenville County in Plat Book Z-F, Page 80, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Weathers Circle and running thence with Weathers Circle S. 21-23 W., 80.0 feet to an iron pin; thence N. 68-37 W., 150.0 feet to an iron pin; thence along the rear of the Lot N. 21-23 E., 80.0 feet to an iron pin; thence S. 68-37 E., 150.0 feet to an iron pin on Weathers Circle, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Thomas W. and Deborah R. Duvall to be recorded on even date herewith.



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which has the address of 117 Weathers Circle Fountain Inn (Street) (City) South Carolina, 29644. (herein "Property Address"); (State and Zip Code)

139 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".

3.5001 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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