

FILED  
S. C.

# MORTGAGE

1485-191

1979

ASLEY

THIS MORTGAGE is made this 19th day of October 1979 between the Mortgagor, Gerald J. Bender and Lois K. Bender (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 Thousand Six Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 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 October 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 piece, parcel or lot of land situate, lying and being on the northern side of Rutherford Road (also known as South Carolina Highway No. 21) in the City of Greenville, Greenville County, South Carolina being known and designated as Lot No. 5 and the eastern one-half of Lot No. 4 as shown on a plat entitled MAP OF WEST CROFTSTONE ACRES made by W. D. Neves, dated March 1917, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book F. at Pages 35 and 36 and also shown on a plat by R. E. Dalton dated July, 1940, and having according to a more recent survey thereof entitled PROPERTY OF GERALD J. BENDER AND LOIS K. BENDER made by Freeland & Associates dated October 18, 1979 recorded in Plat Book 7-K at Page 87, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of the right of way of Rutherford Road at the joint corner of lots nos. 5 and 6 and running thence along the northern edge of the right of way of Rutherford Road, S. 66-53 W. 88.8 feet to an iron pin and S. 73-13 W. 213.8 feet to an iron pin; thence a line through Lot No. 4, N. 13-05 W. 214.6 feet to an iron pin in the rear line of lot no. 14; thence along the common line of lots nos. 4 and 14, N. 67-31 E. 98.7 feet to an iron pin at the old joint corner of lots nos. 4, 5, 14 and 15; thence along the common line of lots nos. 5 and 15, N. 73-50 E. 224.6 feet to an iron pin; thence along the common line of lots nos. 5 and 6, S. 7-29 E. 214.6 feet to an iron pin on the northern side of Rutherford Road, the point of beginning.

The above property is the same property conveyed to Gerald J. Bender and Lois K. Bender by deed of Frances Lynch of even date to be recorded herewith.

which has the address of 929 Rutherford Road Greenville South Carolina (herein "Property Address");

(Street) (City) (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 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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