Nov 21 3 33 PH 179

MORTGAGE DONNIE S. TARKERSLEY BOOK 1489 PAGE 46

November THIS MORTGAGE is made this......21st......................day of.... 19. 79, between the Mortgagor, WAYNE W. WARNER and PAULINE T. WARNER 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 THIRTY-FOUR THOUSAND EIGHT HUNDRED FOURTEEN and 12/100 Dollars, which indebtedness is evidenced by Borrower's note dated. November 21, 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... November 1, 2006.....

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, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot 105 on a Plat of Section III, BRENTWOOD, recorded in the RMC Office for Greenville County in Plat Book 5-D, at Page 42, and having, according to a more recent survey by Freeland & Associates, dated November 15, 1979, the following metes and bounds:

BEGINNING at an iron pon on the western side of Sandhurst Drive, joint front corner of Lots 105 and 106, and running thence with the common line of said Lots, S 62-24 W, 150.0 feet to an iron pin; thence with the common line of Lots 91 and 105, N 36-17 W, 78.0 feet to an iron pin, joint rear corner of Lots 104 and 105; thence with the common line of said Lots, N 53-59 E, 148.9 feet to an iron pin on the western side of Sandhurst Drive; thence with Sandhurst Drive, S 35-57 E, 100.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Associated Builders & Developers, Inc., dated November 21, 1979, to be recorded simultaneously herewith.

114 Sandhurst Drive, Brentwood S/D Simpsonville [City]

S. C. 29681 (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 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, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

70

1002

SOUTH CAROLINA -- 1 to 4 Family 6 75 FMMA/FHLMC UNIFORM INSTRUMENT