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BOOK 1509 PAGE 436

MORTGAGE

THIS MORTGAGE is made this 31st day of July, 1980, between the Mortgagor, FURMAN DWIGHT SIMPSON AND SUSAN STOREY SIMPSON (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 Twenty-nine Thousand Nine Hundred Fifty & No/100 (\$29,950) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010.

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, located in the County of Greenville, State of South Carolina, lying and being on the western edge of Canebreak Lane and being known and designated as Lot No. 58 of Powderhorn Subdivision, Section 1, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-X, at Page 95, and having, according to a more recent plat entitled "Property of Furman Dwight Simpson and Susan Storey Simpson", by Freeland & Associates, dated July 24, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Canebreak Lane at the joint front corner of Lots 57 and 58 and running thence with the line of Lot 57, S. 48 W. 150 feet to an iron pin; thence N. 24-08 W. 149.1 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence with the line of Lot 59, N. 86-04 E. 160 feet to an iron pin on the western edge of Canebreak Lane; thence with the curve of Canebreak Lane (the chords of which are S. 0-45 E. 25 feet; S. 29-52 E. 25 feet) to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Ronald W. Chapman and Laura D. Chapman, dated July 31, 1980 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1130, at Page 257.

which has the address of 306 Canebreak Lane, Simpsonville (Street) (City), South Carolina 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, 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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