

FILED
GREENVILLE CO. S. C.
SEP 30 4 23 PM '80
DONNIE TANKERSLEY
R.M.C.

MORTGAGE

300-1518 PAGE 299

THIS MORTGAGE is made this 30th day of September, 1980, between the Mortgagor, JOHN J. HANEY, JR. & PATRICIA A. HANEY (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 SEVENTY-NINE THOUSAND NINE HUNDRED FIFTY & NO/100 (\$79,950.00) dollars, which indebtedness is evidenced by Borrower's note dated September 30, 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 October 1, 2010

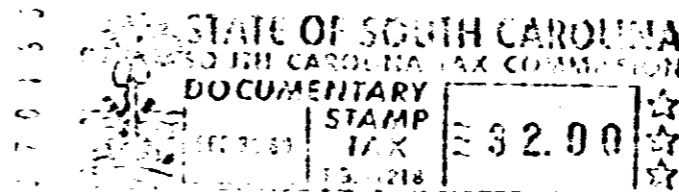
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or tract of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 403 as shown on plat of SUGAR CREEK recorded in the RMC Office for Greenville County in Plat Book 7X, page 2, and having according to a more recent survey of the property of John J. Haney, Jr. and Patricia A. Haney made by Jones Engineering Service, August 7, 1980, the courses and distances as shown thereon.

This being the same property conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc. of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

ADDRESS of Mortgagee:

P.O. Box 1268,
Greenville, SC29602



which has the address of Woody Creek Rd, Greer, S. C. 29651 (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.