

REC'D 11 28 AM '80
SOUTH CAROLINA
GREENVILLE

BOOK 1526 PAGE 900

MORTGAGE

THIS MORTGAGE is made this 8th day of December 1980, between the Mortgagor, John J. and Deborah C. Warner (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 Fifty Seven Thousand Eight Hundred Fifty and No/100 (\$57,850.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 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 December 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 with the buildings and improvements thereon, lying and being on the northeasterly side of Silver Creek Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 320 on a plat entitled "Map No. 1, Section 1, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 5D at page 18 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of lots Nos. 319 and 320 said iron pin being 114.64 feet west of the intersection of Silver Creek Road and Silver Pine Court and running thence with Silver Creek Road N. 63-01-00 W. 127.41 feet to an iron pin; thence N. 26-59-00 E. 150 feet to an iron pin; thence S. 63-01-00E. 127.41 feet to an iron pin; thence S. 26-59-00 W. 150 feet to an iron pin, to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Equitable Life Assurance Society of the United States dated December 8, 1980.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
STAMP
TAX
22.18

NOTED
11 28 1980

which has the address of 223 Silver Creek Road, Greenville, South Carolina (City), South Carolina 29651 (State and Zip Code) (herein "Property Address");

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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