

FILED
S.C. S. C. **MORTGAGE**

REC: 1504 PAGE: 379

2 5:05 PM '80

THIS MORTGAGE is made this 2nd day of June, 1980, between the Mortgagor, David E. E. Mummery and Beryl Mummery (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 Nine Thousand Ninety Two and 50/100 (\$59,092.50) Dollars, which indebtedness is evidenced by Borrower's note dated June 2, 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 June 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, State of South Carolina, being shown and designated as Lot No. 73 on a plat of Holly Tree Plantation made by Enwright Associates, Inc. dated May 28, 1973, and recorded in the Office of the RMC for Greenville County, South Carolina, in Plat Book 4-X, at Page 34, and being resurveyed for David E.E. Mummery and Beryl Mummery by Robert R. Spearman, R.L.S. #3615, on May 20, 1980, and being more particularly described according to said plat of resurvey as follows, to-wit:

BEGINNING at an iron pin on the West side of Long Point Way, joint front corner with Lot 72 and running thence North 26-32 West 304.47 feet to an iron pin; thence running South 86-04-20 East 51.22 feet to an iron pin; thence running South 17-31-48 East 40.0 feet to an iron pin; thence running South 64-46 East 135.19 feet to an iron pin on the West side of Long Point Way, joint front corner with Lot 74; thence running South 15-58 West 180.0 feet to the point of BEGINNING. The lot of land herein described is bounded generally on the East by Long Point Way, on the Southwest by Lot 72, and on the North generally by Lots 70, 75 and 74."

This is the same property conveyed unto Mortgagors herein by deed of Lloyd E. and Patricia G. Kessler and simultaneously recorded herewith.

REC'D
SOUTH CAROLINA
DEPARTMENT OF REVENUE
RECORDS & ADMINISTRATION
GREENVILLE, SOUTH CAROLINA
JUN 11 1980

which has the address of Lot 73, Long Point Way, Holly Tree S/D, Simpsonville 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 seized 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.

0379

4328 RV-2