

GREENVILLE 00.31  
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# MORTGAGE

THIS MORTGAGE is made this 12th day of September 1978, between the Mortgagor, Thomas J. Reynolds, Jr., Robert C. Reynolds, James C. Reynolds & Lyn Bogan (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 Twelve Thousand Five Hundred and NO/100 (\$12,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 25 years from date

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 lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Southern side of Douglas Drive, near the City of Greenville, being shown as Lot No. 33 on plat of Country Club Estates, recorded in the RMC Office fore Greenville County in Plat Book G at pages 190 and 191, and having, according to survey made by A.C. Crouch on October 1, 1947, the following metes and bounds, to-wit:

BEGINNING at a stake on the Southern side of Douglas Drive, 300 feet Southwest from Ridge Drive at corner of Lot No. 32, and running thence with the line of said lot, S. 23-22 E. 150 feet to a stake; thence S. 66-38 W. 50 feet to a stake, corner of Lot No. 34; thence with the line of said lot, N. 22-40 W. 81.5 feet; thence continuing with the line of said lot, N. 23-32W. 68.5 feet to a stake on Douglas Drive; thence with the Southern side of Douglas Drive, N. 66-38 E. 49.2 feet to the BEGINNING corner."

This being the same property conveyed to Louise Parler Reynolds by deed of Thomas J. Reynolds, dated May 17, 1950, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 451 at page 500 on February 22, 1952. The said Louise Parler Reynolds died testate on August 23, 1959 devising the above described property to Thomas J. Reynolds. (see apartment 9, file 712, Office of the Probate Judge for Greenville County, S.C.) The said Thomas J. Reynolds died testate on August 20, 1977, devising an undivided one-fifth interest in the property hereinabove described to Kathleen Reynolds. (see apartment 8, file 1480, Office of the Probate Judge for Greenville County, S.C.) The said Kathleen Reynolds deeded to the Mortgagors herein all her right, title and 1/5 interest in the above described property by deed dated October, 1977, and recorded in Deed Book 1067 at page 378.

which has the address of 40 Douglas Drive, Greenville, South Carolina (Street) (City) (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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