

MORTGAGE

THIS MORTGAGE is made this 7th day of November 1978, between the Mortgagor, Burleigh M. Johnson and Mary E. Johnson (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 Forty-seven Thousand Nine Hundred Fifty (\$47,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 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 December 1, 2008.

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 easterly intersection of Harness Trail and Andulusian Trail, in the City of Greenville, State of South Carolina, being known and designated as Lot No. 161 on Plat entitled "Heritage Lakes Subdivision," as recorded in the RMC Office for Greenville County in Plat Book 6-H at Page 17 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Harness Trail said pin being the joint front corner of Lots No. 161 and 162 and running thence with Harness Trail on a curve, the chord of which is S. 80-17-38 W. 144.94 feet to an iron pin; thence continuing with curve of Harness Trail, N. 82-39-29 W. 41.90 feet to an iron pin; thence with the intersection of Harness Trail and Andulusian Trail, N. 37-39-29 W. 35.36 feet to an iron pin on the easterly side of Andulusian Trail; thence with the easterly side of Andulusian Trail, N. 07-20-31 E. 104 feet to an iron pin, the joint front corner of Lots No. 160 and 161; thence with the common line of said lots, S. 82-39-29 E. 190 feet to an iron pin, the joint rear corner of Lots No. 160 and 161; thence with the joint line of Lot Nos. 161 and 162, S. 02-47-59 E. 87.88 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagors herein by deed of Nelson and Turner Homebuilders, dated November 7, 1978, recorded in Book 1691 at Page 461 on November 7, 1978.



which has the address of 102 Andulusian Trail, Simpsonville, S.C. 29681 (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.

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