

FILED  
GREENVILLE CO. S. C.

**MORTGAGE**

BOOK 1458 PAGE 275

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DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 23rd day of February, 1979, between the Mortgagor, Daniel C. Mann, Jr. and Jane W. Mann (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").

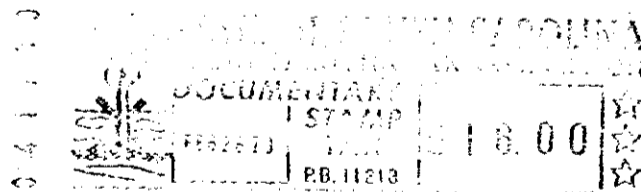
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 23, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2009.

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:

in the City of Greenville, on the north side of Cleveland Street, known and designated as Lot #23 according to a plat of McDaniel Heights recorded in the R. M. C. Office for Greenville County in Plat Book "G" at Page 214, and having, according to a recent survey made by Dalton and Neves, Engineers, September 1930, and a more recent survey entitled "Property of Daniel C. Mann and Jane W. Mann" prepared by Carolina Surveying Company dated February 15, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Cleveland Street 172.4 feet west of the northwestern intersection of Cleveland Street and McDaniel Avenue and running thence N. 14-29 E., 170.9 feet to an iron pin; thence N. 69-46 W., 52.8 feet to an iron pin joint rear corner of Lots #22 and 23; thence along the joint line of said lots S. 20-14 W., 170 feet to an iron pin in the line of Cleveland Street; thence along the north side of Cleveland Street S. 69-46 E., 70 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of John R. Longo and Elizabeth J. Longo dated February 2, 1979 and recorded herewith.



which has the address of 223 Cleveland Street Greenville, S.C. 29601 (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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