

FILED
GREENVILLE CC. S. C.
APR 23 11 40 AM '79
JONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 23rd day of April, 1979, between the Mortgagor, Richard A. and Pamela B. Bayer (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").

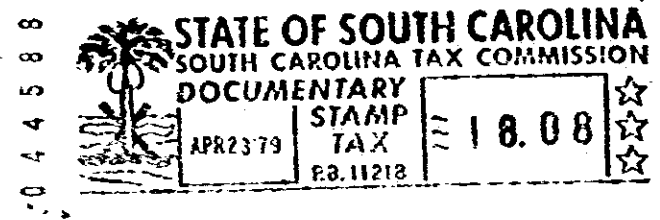
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Five Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated 23 April, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1 May, 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:

ALL those parcels or lots of land with the improvements thereon situate, lying and being on the Easterly side of Trails End in the City of Greenville, South Carolina, being known and designated as Lot 144 and the Southerly and adjoining one-half of Lot 145 of Plat of Cleveland Forest prepared by Dalton and Neves, Engineers, May, 1940, as revised through September, 1945, as recorded in Plat Book "M" at Page 137, R.M.C. Office, Greenville County, South Carolina, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Trails End at joint front corner of Lots 143 and 144 and running thence along the joint line of the said Lots N. 64-35 E. 166.9 feet to an iron pin at the joint rear corner of the said Lots on the west boundary of an unnamed road; thence N. 26-35 W. 90 feet along said road to iron pin at the center point on the rear line more or less, to an iron pin at the center point on the front line of Lot 145 on the easterly side of Trails End; thence along said Trails End S. 25-25 E. 90 feet to the point of beginning.

This being the same property conveyed by John E. Lumpkin and Susan M. Lumpkin to the Borrowers herein by deed dated 23 April, 1979, recorded in Deed Book 1101 at Page 16.



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which has the address of 209 Trails End, Greenville, South Carolina 29607 (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.

3. SOCI

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