

LEATHERWOOD, WALKER & M&D  
GREENVILLE CO. S. C.

VOL 1404 PAGE 945

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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 30 day of April 19. 79., between the Mortgagor, ... CARL W. REHLING AND PATRICIA A. REHLING (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").

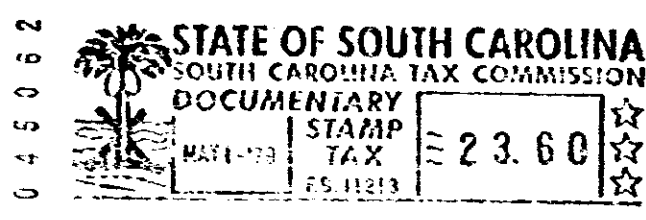
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Nine Thousand and 00/100 (\$59,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being shown as a 13.69 acre tract, more or less, as shown on a survey entitled "Property of Gilder Creek Properties" dated October 13, 1977, and revised November 4, 1977 by Freeland and Associates, and having, according to a more recent survey entitled "Property of Carl W. Rehling and Patricia A. Rehling" by Freeland and Associates dated April 24, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of a 50 foot right-of-way and running thence N. 7-55 W. 966.37 feet to an iron pin; thence with a creek as the line, the following courses and distances: N. 85-29 E. 110.56 feet; S. 86-47 E. 236.50 feet; N. 85-31 E. 182.09 feet; N. 87-25 E. 39.96 feet; N. 56-02 E. 26.16 feet; S. 45-24 E. 133.15 feet; S. 18-22 E. 105.56 feet; S. 9-45 W. 108.73 feet; S. 8-14 E. 94.57 feet; S. 19-31 W. 129.16 feet; S. 4-48 W. 133.59 feet; S. 14-36 W. 109.65 feet; S. 10-13 W. 158.42 feet; thence leaving the creek, S. 75-18 W. 478.21 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Walter L. Patton and Marilyn W. Patton, said deed being recorded in the R.M.C. Office for Greenville County on September 6, 1978 in Deed Book 1086 at Page 829.



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which has the address of Jonesville Road Simpsonville South Carolina (City) (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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