

FILED
GREENVILLE CO. S. C.

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MORTGAGE

MAY 11 12 01 PM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 10th day of May 1979, between the Mortgagor, Donald F. Waggoner

(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").

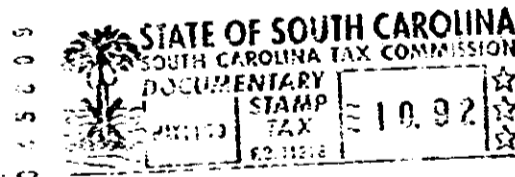
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-seven Thousand Two Hundred Seventy-six and 16/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005

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 improvements thereon, situate, lying and being on the northwestern side of Pinehurst Drive in the Town of Mauldin, County of Greenville, State of South Carolina, and known and designated as Lot No. 9 on a plat of Section 1, Pine Valley Estates prepared by Dalton & Neves, Engineers, dated February, 1960, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book MM, at page 138 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Pinehurst Drive at the joint front corner of Lots 8 and 9 and running thence with the joint line of said lots N. 28-00 W. 160 feet to an iron pin; thence S. 62-0 W. 86.1 feet to an iron pin; thence with the joint line of Lots 9 and 10, S. 26-36 E. 160 feet to an iron pin on the northwestern side of Pinehurst Drive; thence with the northwestern side of Pinehurst Drive N. 62-0 E. 90 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Alan L. Baxter and Barbara M. Baxter dated May 10, 1979, recorded herewith.



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which has the address of 116 Pinehurst Drive, Mauldin, S. C., 29662

(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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