

GREENVILLE CO. S. C.  
MAY 16 1 55 PM '79  
SONNIE S. TANKERSLEY  
R.H.C.

vol 1468 pg 613

# MORTGAGE

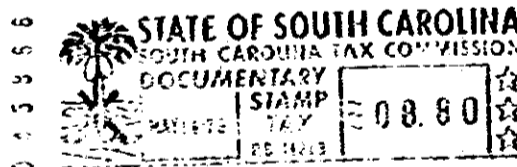
THIS MORTGAGE is made this 15th day of May 1979, between the Mortgagor, WALTER G. BROWN and JOANN S. BROWN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY ONE THOUSAND, NINE HUNDRED TWENTY FIVE and 03/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 15, 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, 2000.

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: being shown and designated on a plat entitled "Property of Walter G. Brown and Joann S. Brown," by Freeland & Associates, dated May 15, 1979, and recorded in Greenville County Plat Book 7A at Page 71, and being located at the northwestern intersection of Batesville Road and Five Oaks Drive, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western edge of Batesville Road at the joint front corner with property of Batesville Forest Section 3, and running thence with the western edge of Batesville Road, S. 1-40 W. 273.83 feet to an old iron pin; thence S. 47-03 W. 35.18 feet to an old iron pin on the northern edge of Five Oaks Drive; thence with the northern edge of Five Oaks Drive, N. 87-30 W. 325.18 feet to an old iron pin at the joint corner with Batesville Section 1; thence N. 2-38 W. 300 feet to an old iron pin; thence S. 87-30 E. 373 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Cecil Wayne Kimbrell and Dottie W. Kimbrell, dated May 15, 1979, and recorded simultaneously herewith.



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which has the address of Route # 5, Batesville Road, Greer, South Carolina 29651 (Street) (City) (herein "Property Address"); (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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