

FILED
GREENVILLE CO. S. C.

MAY 16 4 47 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

Vol 1466 PAGE 670

THIS MORTGAGE is made this 15th day of May 1979, between the Mortgagor, Christie Lee Smith and Theresa B. Smith (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").

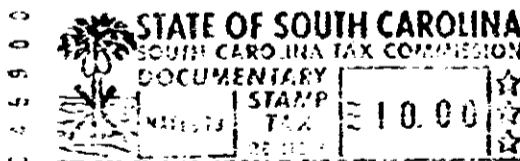
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 15, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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, situate, lying and being in the County of Greenville, State of South Carolina, and according to a plat prepared of said property by C. O. Riddle, R.L.S., January 22, 1979, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-2, at Page 27, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a nail and cap in or near the center of Black Road, and which said point is approximately one half mile east to the intersection of Black Road and Riley Smith Road and running thence, N. 0-26 W. 294.95 feet to an old iron pin; thence, S. 86-10 E. 231.36 feet to an iron pin; thence, S. 31-09 E. 336.74 feet to a spike in or near the center of Black Road; thence running with the center of said Road, S. 72-34 W. 50.07 feet to a spike in or near the center of said Road; thence continuing with the center of said Road, N. 86-10 W. 355.9 feet to a nail and cap in or near the center of said Black Road, the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of Heyward Smith and Lettie V. Smith dated January 25, 1979 and which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1096, at Page 70.



which has the address of Black Road, Greenville, South Carolina 29607 (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 seized 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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REC'D - MAY 16 1979