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MAY 30 MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C.

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THIS MORTGAGE is made this 29th day of May 1979, between the Mortgagor, Rock Hill Baptist Church No. 2

(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 Thirteen thousand five hundred and no/100's Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1994

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 State of South Carolina:

All that piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina and being shown on a plat prepared by Century Land Surveying Company, and recorded in the RMC office in Plat Book 7A page 88, and having according to said plat, the following metes and bounds to wit:

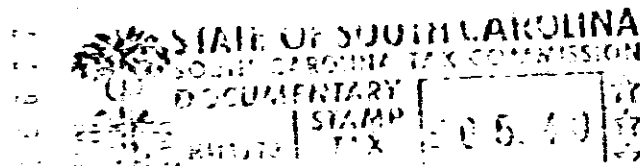
Beginning at a point on the eastern side of Plantation Road at the joint line of the cemetery lot and running thence N56-20E. 144.2 feet to an iron pin; thence S. 43-53 E. 135.18 feet to an iron pin; thence S. 58-30 W. 157 feet to an iron pin on Plantation Road; thence N. 38-45 W. 127.7 feet to the point of beginning.

Also, beginning at a point on the western side of Plantation Road at the joint line for Lot #3, and running thence S39-01 E. 193.35 feet to an iron pin; thence S56-20W. 51.68 feet to an iron pin; thence N57-24W. 208.56 feet to an iron pin; thence along the common line of lots 3 & 4 N.54-08 E. 120 feet more or less to the point of beginning.

Also, beginning at a point on the western side of Plantation Road at the north-western intersection of Prosperity Avenue and Plantation Road and running thence with Plantation Road S25-43E. 104.0 feet to an iron pin; thence S.37-09 E. 112 feet to an iron pin, corner of Rock Hill Baptist Church lot; thence S.54-08 W. 225.6 feet to an iron pin on Dunlap Drive; thence along Dunlap Drive N.16-09 W. 131.56 feet to an iron pin on Prosperity Avenue; thence with Prosperity Avenue N.18-15E. 41.2 feet to an iron pin; thence N52-42E 14.8 feet to an iron pin; thence N43-10 E. 45 feet to an iron pin; thence N. 43-10 E. 8 feet to an iron pin; thence N. 32-39 E. 65 feet to an iron pin; thence S. 83-24 E. 26.5 feet to the point of beginning.

This is the same property conveyed to Rock Hill Baptist Church by deeds recorded in the RMC office in Deed Volume 1089, page 216 on October 4, 1978; Deed 791, page 503 on February 11, 1966; Deed RR page 635 on March 4, 1886. Also by deed of Ward S. Stone recorded May 30, 1979, in Deed Volume 1103 page 631.

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which has the address of (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 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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