

FILED
GREENVILLE CO. S. C.
JUN 19 10 18 AM '79
DONNIE S. TANKERSGAE
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 18th day of June 1979, between the Mortgagor, Charles V. Faulkenberry and Joann P. Faulkenberry (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").

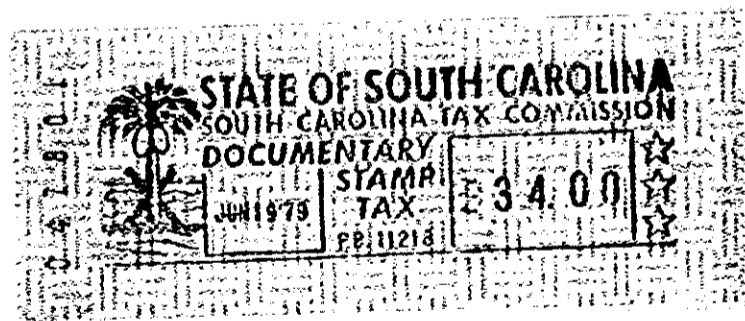
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-five Thousand and No/100 (\$85,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 18th, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2004.

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 situate, lying and being

on the northernly side of Five Oaks Drive being shown and designated as Lot No. 7 on a plat of Batesville Forest Subdivision, Section 1, dated January 13, 1978, prepared by Freeland & Associates recorded in Plat Book 6-H at page 46 in the R. M. C. Office for Greenville County and having, according to a more recent survey entitled Property of Charles V. and Jo Ann Faulkenberry dated June 14, 1979, prepared by Freeland & Associates, and recorded in the R. M. C. Office for Greenville County in Plat Book 7-I at page 13, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northernly side of Five Oaks Drive at the joint front corner of Lot 6 and Lot 7 and running thence with Lot 6, N. 54-11 W., 298.7 feet to an iron pin; thence still with Lot 6, S. 87-30 W., 88.4 feet to an iron pin at the joint rear corner of Lot 6 and Lot 7; thence N. 37-19 W., 220 feet to an iron pin; thence N. 78-55 E., 581.12 feet to an iron pin at the joint rear corner of Lot 7 and Lot 8; thence with Lot 8, S. 7-42 W., 441.24 feet to an iron pin on Five Oaks Drive; thence with said Drive, S. 66-46 W., 51.42 feet to the point of beginning.

This is the same property conveyed to Charles V. Faulkenberry by deed of Threatt Enterprises, Inc. dated March 2, 1979 and recorded in the R. M. C. Office for Greenville County in Deed Book 1097 at Page 831.



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which has the address of Lot 7, Five Oaks Drive, Batesville Forest, Greenville, S. C. (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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