

FILED
GREENVILLE CO. S. C.
JUN 22 10 12 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 21st day of June 1979, between the Mortgagor, Lawrence D. Tracy and Terrell S. Tracy (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").

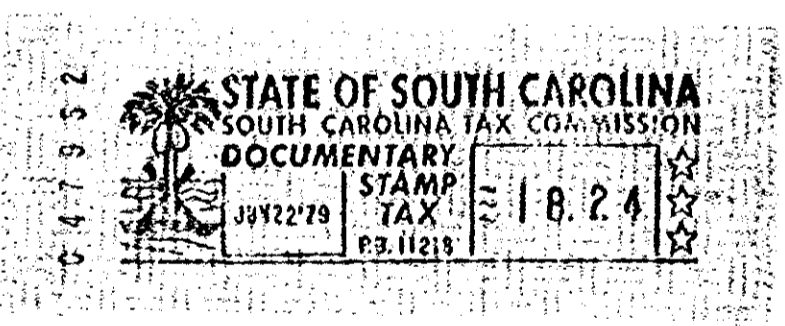
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Five Thousand Six Hundred and No/100 (\$45,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 21, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 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 piece, parcel or lot of land, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, and being shown on Plat entitled "Property of Lawrence D. Tracy and Terrell S. Tracy, Lot 84, Section 2, Powderhorn Subdivision" as recorded in the RMC Office for Greenville County in Plat Book 7-H at Page 42, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Yorktown, being 135.0 feet more or less from the intersection of Yorktown and Chicamaugua Lane as shown on the aforementioned plat and running thence along Yorktown S. 64-19 E. 53.0 feet to an iron pin; thence with the curve of the turnout of Yorktown, the chord of which is S. 31-15 E. 41.37 feet to an iron pin; thence S. 33-00 W. 139.8 feet along the common line of lots 84 and 85 to an iron pin; thence N. 45-00 W. 83.0 feet to an iron pin; thence N. 29-19 E. 134.0 feet along the common line of lots 83 and 84 to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of American Service Corporation of South Carolina as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1105 at Page 285, on June 22, 1979.



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which has the address of Lot 84 Yorktown Drive Simpsonville, S.C. 29681 (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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