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GREENVILLE CO. S. C.  
JUN 29 1 25 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

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# MORTGAGE

THIS MORTGAGE is made this 29<sup>th</sup> day of June 1979, between the Mortgagor, DONALD C. SPANN and BETTY JO SPANN (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").

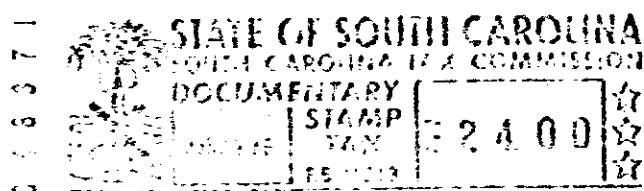
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 at the Northwestern corner of the intersection of Botany Road and Howell Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 276 on a plat of Section VI, Botany Woods, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book YY, at Page 131, also shown on a Plat of Property of Donald C. Spann and Betty Jo Spann, dated June 14, 1979, recorded in said R.M.C. Office in Plat Book 7E, at Page 23, and having according to said plats the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Botany Road, at the joint front corner of Lots 276-A and 276, and running thence N. 47-36 W., 194.70 feet to an iron pin; thence N. 3-49 W., 25 feet to an iron pin at the rear corner of Lots 276 and 275; thence along the joint line of said Lots, N. 80-24 W., 209.1 feet to an iron pin on the Western side of Howell Road; thence along Howell Road, S. 14-28 E., 100 feet to an iron pin; thence with the curve of Howell Road and Botany Road, the chord of which is S. 18-49 W., 42.53 feet to an iron pin on the Northern side of Botany Road; thence along Botany Road, S. 53-07 W., 90 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by Deed of Stephen M. Young and Linda L. Young, dated June 29, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1105 at Page 729 on June 29, 1979.



which has the address of 1003 Botany Road, Greenville, S. C. 29615, Greenville, South Carolina 29615 (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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