

MORTGAGE

JUL 13 11 25 AM '79

DONNA L. TANNERSLEY

THIS MORTGAGE is made this 13th day of July 1979, between the Mortgagor, MACK BOGER and DONNA BOGER (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").

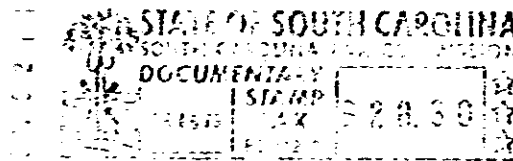
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-TWO THOUSAND (\$72,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2008

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 tract of land, situate, lying and being on the northern side of Pine Drive, O'Neal Township, Greenville County, South Carolina, containing 3.97 acres, more or less, and having, according to a Plat entitled "Property of Mack Boger", prepared by Terry T. Dill, dated June 25, 1979, recorded in the RMC Office for Greenville County in Plat Book 7-5, at Page 48, the following metes and bounds:

BEGINNING at a nail and cap in the center of Pine Drive, approximately 347 feet from the center of Rutherford Road, and running with the line of Property of E. R. Taylor, Jr., N 12-00 W, 650 feet to and iron pin; thence continuing with Property of E. R. Taylor, Jr., S 66-45 E, 448 feet to an iron pin; thence with the line of Property of J. D. Dill, S 11-30 W, 178 feet; thence continuing S-1200 E, 272 feet to a nail and cap in the center of Pine Drive (iron pin back on line at 25 feet); thence running along and with the center of Pine Drive, N 89-03 W, 200 feet to a nail and cap; thence continuing with the center of Pine Drive, N 77-31 W, 100 feet to a nail and cap, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed dated January 8, 1979, recorded in the RMC Office for Greenville County in Deed Book 1095, at Page 600, from Earle Richard Taylor, Jr.



which has the address of P. O. Box 321, Taylors, S. C. 29687 (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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