

GREENVILLE, S.C.
JUL 20 8 55 AM '79
DEPT. OF REVENUE

1474-148

MORTGAGE

THIS MORTGAGE is made this 19th day of July 1979, between the Mortgagor, Ronald Wayne Quinn and Marilyn E. Quinn

(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-Four Thousand and no/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 19, 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 January 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 situate and lying in the County of Greenville, State of South Carolina, known as Lot 167 of Heritage Lakes Subdivision and shown on a plat entitled, "Lot Survey for Ronald Wayne Quinn and Marilyn E. Quinn" dated July 18, 1979, prepared by Arbor Engineering, Inc., and recorded in the R.M.C. Office for Greenville County in Plat Book 77 at Page 46 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 166 and 167 on Capriole Court and running N.78-40 E. 128.38 feet to a point; thence S.56-59 E. 47.71 feet to a point; thence S.11-42 W. 198.38 feet to an iron pin; thence S.81-38 W. 15.32 feet to an iron pin; thence along the curvature of Harness Trail along a line S.74-42 W. 74.21 feet to an iron pin; thence N.69-16 W. 36.40 feet to an iron pin; thence along the curvature of Capriole Court along a line N.5-37 W. 141.49 feet to an iron pin; thence N.11-43 E. 44.15 feet to a point; thence along the curvature of Capriole Court running along a line N.0-11 E. 19.98 feet to the point of beginning.

This property is subject to a 10' utility and drainage easement along the side and rear lines and a 25' easement as shown on the plat of Arbor Engineering, Inc., and is also subject to a 40' building line along the front line of the property. The property is also subject to all restrictions of record in the R.M.C. Office for Greenville County for Heritage Lakes Subdivision.

This being the same property conveyed to the mortgagors by a deed from Davidson Enterprises, Inc. recorded in the R.M.C. Office for Greenville County in Deed Book 1101 at Page 974 on May 8, 1979.

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which has the address of Lot 167 Capriole Court, Heritage Lakes, Greenville, (Street) (City) South Carolina (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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