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DORRIS & HENKERSLEY
P.M.C.

1414-034

MORTGAGE

THIS MORTGAGE is made this 25th day of July, 1979, between the Mortgagor, DANIEL W. SAWYER, JR. and CHARLENE W. SAWYER (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").

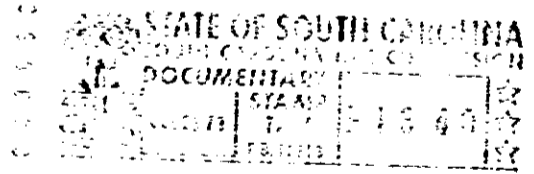
WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY-THREE THOUSAND FOUR HUNDRED THIRTY-EIGHT AND 56/100 Dollars, which indebtedness is evidenced by Borrower's note dated JULY 25, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY, 2006.

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 in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 41 on plat of BUXTON SUBDIVISION, which plat is recorded in the REC Office for Greenville County, South Carolina, in Plat Book 4-N at page 2, and having according to a plat entitled "Property of Daniel W. Sawyer, Jr. and Charlene W. Sawyer" prepared by Carolina Surveying Co., dated July 24, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 41 and 42 on right-of-way of Crestwood and running thence with joint line of said lots N. 61-21 W. 161.95 feet to an iron pin at the joint rear corner of Lots 38, 39, 41 and 42; thence running with joint line of said lots 41 and 39, N. 22-34 E. 110 feet to joint rear corner of Lots 41 and 40; thence running along line of Lots 41 and 40, S. 64-55 E. 166.9 feet to an iron pin on the edge of Crestwood Drive; thence turning and running with the right-of-way of Crestwood S. 23-57 W. 72.5 feet to an iron pin; thence S. 27-31 W. 47.5 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagors herein by deed of David L. Norris, III and Cynthia P. Norris of even date to be recorded herewith.



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which has the address of LOT 41, BUXTON SUBDIVISION, 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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