

RECORDED
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DONNIE HAMMERSLEY
R.M.C.

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MORTGAGE

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THIS MORTGAGE is made this 24th day of July 1979, between the Mortgagor, THOMAS E. DYAR and EDITH F. DYAR (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 Thousand Seven Hundred Eighty-Four and 93/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 24, 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, 2007.

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, located, lying and being in the County of Greenville, State of South Carolina, on the Southeastern side of Luray Drive, being shown and designated as a portion of Lot No. 7, Section 2 on a plat of Richmond Hills Subdivision, made by Carolina Engineering and Surveying Company, dated April 20, 1965, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ, at Page 81, and having, according to said survey made by R. B. Bruce, RLS, dated August 17, 1966, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Luray Drive, at the joint front corner of Lots Nos. 7 and 8, and running thence with the common line of said lots S. 60-45 E., 150 feet to an iron pin; thence S. 29-15 W., 100 feet to an iron pin; thence along a new line through Lot No. 7, N. 76-39 W., 159.9 feet to an iron pin on the Southeastern side of Luray Drive; thence along the Southeastern side of Luray Drive, N. 29-15 E., 142.7 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Curtis L. McDonald and Grace V. McDonald recorded in the Greenville County RMC Office in Deed Book 1107 at Page 639, on the 25th day of July, 1979.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS COMMISSION
DOCUMENTARY
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which has the address of 200 Luray Drive, Greenville, S.C. 29605,
(Street) (City)
.....(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 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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