

GREENVILLE, S.C.
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MORTGAGE
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MORTGAGE

THIS MORTGAGE is made this 13th day of August 1979, between the Mortgagor, Ned E. Wallace, Jr. and Cheryl R. Wallace (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").

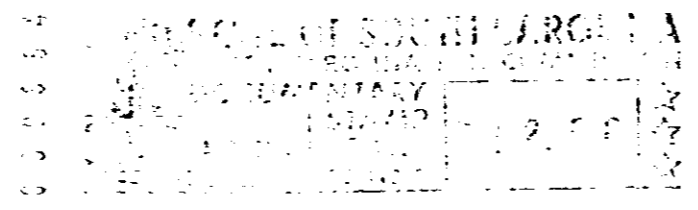
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the southwestern corner of the intersection of Rainwood Drive with Philwood Drive in the Town of Simpsonville, Greenville County, South Carolina, being known and designated as Lot No. 272 as shown on a plat entitled POINSETTIA, SHEET 1, SECTION V, made by Piedmont Engineers and Architects, dated July 19, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R at Page 87 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Rainwood Drive at the joint corner of lots nos. 271 and 272 and running thence along the common line of said lots, S. 88-38 W. 145.0 feet to an iron pin at the joint rear corner of lots nos. 272 and 273; thence along the common line of said lots, N. 9-49 E. 170.81 feet to an iron pin on the souther side of Philwood Drive; thence along the southern side of Philwood Drive, S. 81-25 E. 78.9 feet to an iron pin; thence with the intersection of Philwood Drive with Rainwood Drive, S. 43-19 E. 39.24 feet to an iron pin on the western side of Rainwood Drive; thence along the western side of Rainwood Drive, S. 5-00 E. 125.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to Ned E. Wallace, Jr. and Cheryl R. Wallace by deed of Homer G. Hartman and Marylee B. Hartman of even date to be recorded herewith.



which has the address of 202 Rainwood Drive Simpsonville, S. C. 29681 (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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