

FILED S.C.
AUG 14 1979
ASLEY

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MORTGAGE

THIS MORTGAGE is made this 15th day of AUGUST 1979, between the Mortgagor, JANICE K. PELAND (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 SIX THOUSAND (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 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, 2004.

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 in the county of Greenville, state of South Carolina, being known and designated as Lot No. 129 as shown on plat of NORTHWOOD HILLS Section III, in plat book YY page 37 of the RMC Office for Greenville County, S.C., and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Trafalgar Road, the joint front corner of Lots 129 & 130, and running thence with the joint line of said lots N. 5-00 W. 175 feet to an iron pin joint rear corner of Lots 129, 130, 134, 135 and running thence with the joint line of Lots 129 & 135, N. 83-10 E. 132.7 feet to an iron pin joint rear corner of Lots 128 & 129; thence with the joint line of said lots S. 4-00 E. 175 feet to an iron pin on the north side of Trafalgar Road; thence with the north side of said road S. 83-06 W. 130 feet to the point of beginning.

This is the same lot conveyed to mortgagor by Robert K. & Ernestine Hester by deed dated 2/2/70 recorded 2/3/70 in deed vol. 1073 page 149 of the RMC Office for Greenville County, S. C.

ALSO: All that piece, parcel or lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot 130 on plat of NORTHWOOD HILLS, Section 3, said plat being recorded in the RMC Office for Greenville County, South Carolina in plat book YY at page 37, and being more particularly described according to said plat as follows:

Beginning at an iron pin on Trafalgar Road at the joint front corner of Lots 129 and 130 and running thence with said road S. 87-19 W. 150 feet to the joint front corner of Lots 130 & 131, also being the center of a right-of-way for the Greenville City Water Works Commission and running thence with the joint line of said lots down the center of said right-of-way N. 2-10 W. 184.2 feet to the joint rear corner of Lots 130, 131, 133 and 134; thence S. 88-47 E. 141.4 feet to the joint rear corner of Lots 129, 130, 134 and 135; thence with the joint line of Lots 129 & 130, S. 5-0 W. 175 feet to the point of beginning.

This is the same lot conveyed to Edward L. Penland & Janice K. Penland by John A. Panella & Joan M. Panella by deed dated 1/31/68 recorded 2/7/68 in deed vol. 837 page 321 of the RMC Office for Greenville County, S. C. Edward L. Penland conveyed his interest to Janice K. Penland by deed dated 12/24/73 rec 12/27/73 in deed vol 991 page 269.

which has the address of 114 Trafalgar Road Greenville, SC 29609 (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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