

FILED
S.C.
AUG 23 AM '79
DONNERSLEY

1410 4.0

MORTGAGE

THIS MORTGAGE is made this 27th day of August 1979, between the Mortgagor, Hayden S. Porter, Jr. and Patricia M. Porter (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 Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 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 September 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, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known as the major portion of Lot No. 31, Merrifield Park, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 000, Page 177, and having, according to a plat by James Ralph Freeland, Surveyor, dated August 8, 1979, captioned Property of Hayden S. Porter, Jr. and Patricia M. Porter, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Merrifield Drive at the joint front corner of Lots Nos. 31 and 32, and running thence with the joint line of said lots, S. 55-42 W. 130 feet to an iron pin in the joint rear corner of said lots in the line of Lot No. 33; thence with the lines of Lots Nos. 33 and 34, S. 24-26 E. 213.9 feet to an iron pin at the joint rear corner of Lots Nos. 34 and 31; thence with the line of property now or formerly belonging to Ed High, as follows: N. 20-38 E. 183.7 feet, S. 69-22 E. 11.1 feet, and N. 33-33 E. 10.68 feet to an iron pin on the western side of Merrifield Drive; thence with the western side of Merrifield Drive, N. 34-18 W. 110.4 feet to the point of beginning.

The above property is the same property conveyed to Hayden S. Porter, Jr. and Patricia M. Porter by deed of Morris B. Plotkin of even date to be recorded herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON AUGUST 27, 1979.

which has the address of 104 Merrifield Drive Greenville, S. C. 29607 (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.

0490

4328 RV 2