

RECORDED
S. C.
AUG 14 '79
WALKER
RSLEY

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LEATHERWOOD, WALKER, TERRY & MANN

MORTGAGE

THIS MORTGAGE is made this 13th Jr, day of August 1979, between the Mortgagor, Fred S. Buchanan/and Phyllis S. Buchanan

(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 Fifty-four Thousand and No/100 (\$54,000.00) 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 January 1, 2010

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 in the County of Greenville, State of South Carolina, and being shown as a .879 acre tract of land according to a plat entitled "Property of Fred S. and Phyllis S. Buchanan", by John R. Long, dated August 1, 1979, said plat to be recorded in the R.M.C. 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 western edge of Post Drive, said iron pin being 200 feet in a northerly direction from Hudson Road and at the joint front corner of property herein conveyed and property now or formerly of C. Motler, and running with the line of property now or formerly of Motler, S. 83-00 W. 177 feet to a point; thence N. 07-00 W. 217.61 feet to an old pin in line of property now or formerly of Jones; thence with the line of property now or formerly of Jones, N. 83-47 E. 177.02 feet to an iron pin on the western edge of Post Drive; thence with Post Drive as the line, S. 07-00 E. 215.2 feet to an old pin, the point of beginning.

Also, all that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and having, according to a plat entitled "Property of Fred S. and Phyllis S. Buchanan", by John R. Long, dated August 1, 1979, and to be recorded in the R.M.C. Office for Greenville County of even date, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Hudson Road at the corner of property now or formerly of C. Motler, and running thence N. 07-00 W. 415.2 feet to an old iron pin; thence N. 83-47 E. 25 feet to the center of Post Drive; thence with the center line of Post Drive as the line, S. 07-00 E. 413 feet to a point on the northern edge of Hudson Road; thence with the northern edge of Hudson Road, S. 78-45 W. 25.07 feet to the point of beginning.

Being the same property conveyed to Mortgagors herein by deed of Grover L. Jones, by deed of even date, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1109, at Page 356, on August 14, 1979.

Also, a permanent easement for egress and ingress over a 50 foot strip of land being shown and designated as "Post Drive" according to a plat being entitled "Jones Acres", dated April 18, 1968 and recorded in the R.M.C. Office for Greenville County in Plat Book GGG, at Page 34, and a more recent plat by G. A. Wolfe, dated October 8, 1979.

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which has the address of Post Street Taylors
[Street] [City]
South Carolina 29687 (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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