

SEP 10 10 03 AM '79
DONALD E. HARRISLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 7th day of September 1979., between the Mortgagor, Robert L. Penland and Mary R. Metcalf (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-two Thousand Sixteen and 25/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 7, 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, 2005.

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 southeastern side of McSwain Drive in Greenville County, South Carolina, being shown and designated as Lot No. 62 on a plat of McSWAIN GARDENS, made by C. O. Riddle, dated July, 1954 recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book GG, at Page 75 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of McSwain Drive at the joint front corner of Lots Nos. 62 and 63 and running thence with the common line of said lots, S. 27-50 E. 196.1 feet to an iron pin; thence S. 71-20 W. 101.3 feet to an iron pin; thence along the common line of Lots Nos. 61 and 62, N. 27-50 W. 180.1 feet to an iron pin on the southeastern side of McSwain Drive; thence along the southeastern side of McSwain Drive, N. 62-10 E. 100 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to Robert L. Penland and Mary R. Metcalf by deed of John K. Potter, II and Susan M. Potter of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP

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which has the address of 217 McSwain 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 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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