

500 E. Washington St.  
Greenville, S.C.

FILED  
SEP 14 4 46 PM '79  
DONNIE WANKERSLEY  
R.M.C.

# MORTGAGE

BOOK 1130 PAGE 784

THIS MORTGAGE is made this 14th day of September 1979, between the Mortgagor, Gary Steven Merrill and Romona B. Merrill (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").

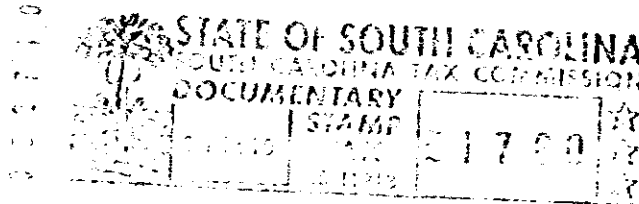
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four Thousand and No/100 (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, 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 those certain pieces, parcels, or lots of land situate, lying and being in the State of South Carolina, County of Greenville, at the intersection of Berea Heights Road and Hardwick Drive, being known as Lots 64 and 65 on plat of Section IV, Berea Heights, said plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book QQQ at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Berea Heights Road, which pin is 162 feet, more or less, from the intersection of Berea Heights Road and Hardwick Drive and running thence along the rear line of Lots 65 and 64, S. 39-10 E. 206.4 feet to an iron pin at the joint rear corner of Lots 64 and 63; thence along the common line of said lots, S. 50-50 W. 182 feet to an iron pin on the northeastern side of Hardwick Drive, at the joint front corner of Lots 63 and 64; thence turning and running along the northeastern side of Hardwick Drive, N. 39-10 W. 190 feet to an iron pin; thence around the curvature of the intersection of Hardwick Drive and Berea Heights Road, the chord of which is N. 6-26 E. 28.1 feet to an iron pin; thence running along the southeastern side of Berea Heights Road, N. 52-03 E. 162 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed Malcolm L. Blackmon of even date to be recorded herewith.



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which has the address of 302 Berea Heights Road, Greenville, South Carolina (Street) (City) (State and Zip Code) (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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