

101 E. Washington Street, P.O. Box 1268, Greenville, S. C. 29602

COPIES FILED  
SEP 21 2 32 PM '79  
SOUTH CAROLINA

# MORTGAGE

BOOK 1481 PAGE 752

THIS MORTGAGE was made this 24 day of SEPTEMBER 1979, between the Mortgagor, GENE S. BERRY AND CARYN O. BERRY (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 TWENTY-ONE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 24, 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 OCTOBER 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 certain piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina and being known and designated as part of Lot No. 17 and part of Lot No. 18 on a plat of Eastlake recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book G at Pages 228 and 229 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East Circle Avenue at the joint front corner of part of Lot No. 18 and the other part of Lot No. 18 and running thence along said Avenue N. 52-45 W. 75 feet to a point; thence running N. 37-15 E. 153.4 feet to a point; thence running S. 53-22 E. 75 feet to a point; thence running S. 37-15 W. 154.35 feet to the point of beginning.

Derivation: Deed Book 1112, Page 109 - Moritz A. McMahan 9/24/79

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
\$ 93.40  
SEP 21 1979

which has the address of 29 East Circle Avenue Greenville  
[Street] [City]  
S. C. (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.

0.75

4328 RV-2