

FILED  
CO. S. C.  
SEP 26 3 39 PM '79  
DONALD S. HARRISLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 26th day of September, 1979, between the Mortgagor, J. H. Gunsten and Joan L. Gunsten (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-Five Thousand Five Hundred Ninety-Five & 9/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 26, 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 August 1, 2007.

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 lying in the State of South Carolina, County of Greenville, City of Mauldin, shown as Lot No. 10 on plat of RUSTIC ESTATES recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Shawn Drive at the joint front corner of Lots 9 and 10 and running thence along the right of way of said Shawn Drive N. 13-50 W. 40 feet to an iron pin; thence continuing along the right of way of said Shawn Drive N. 60-58 W. 40 feet to an iron pin at the joint front corner of Lots 10 and 11; thence with the common line of said lots N. 0-32 E. 186.57 feet to an iron pin; thence S. 50-00 E. 190 feet to an iron pin at the joint rear corner of Lots 9 and 10; thence with the common line of said lots S. 39-59 W. 160 feet to an iron pin on the northern side of Shawn Drive, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of James Daniel Marlowe and Deborah C. Marlowe executed and recorded of even date herewith.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
\$ 22.24  
23 SEP 26 1979

GCTO  
-----3 SEP 26 79 1061

which has the address of 118 Shawn Drive Mauldin  
[Street] [City]  
S. C. 29662 (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".

4. OCT

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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