

S. C.
OCT 11 1979
BRSLEY

Mortgagee's Address:
P. O. Box 1268
Gvl, SC 29602

MORTGAGE

1485 95

THIS MORTGAGE is made this 11th day of October 1979, between the Mortgagor, JERRY W. LEE and FRANCES L. LEE (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 October 11, 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, 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 that certain piece, parcel or lot of land on the western side of White Horse Road being known and designated as all of Lot 6 and the northern 1/2 of Lot 5 according to plat recorded in Plat Book JJ at page 63 and also being shown on plat of the Property of Jerry W. Lee and Frances L. Lee dated October 12, 1979, prepared by Freeland & Associates, recorded in Plat Book JK at page 1485 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of White Horse Road at the joint front corner of Lot 6 and Lot 7 and running thence with Lot 7 S 70-11 E 180.1 feet to an iron pin at the joint rear corner of Lot 6 and Lot 7; thence with Lot 12 and Lot 11 S 35-12 W 120.6 ft. to an iron pin at the corner of property now or formerly belonging to Bishop; thence with the Bishop property N 66-40 W 150 feet to an iron pin on White Horse Road; thence with said road N 20-42 E 107.1 ft. to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Jewel P. Brownlee, recorded on November 2, 1977 in Deed Book 1067 at page 750 in the RMC Office for Greenville County.

Also, see deed of Eugene E. Bishop, et al, to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
OCT 11 1979

which has the address of White Horse Road (Rt. 15) Greenville
(Street) (City)
S. C. 29611 (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.

GCTO 101979 1738

AUGUST

4328 RV-2

5
0.0.0.