

REC-1485 PAGE 632

S. C.
OCT 1979
SLEY

MORTGAGE

THIS MORTGAGE is made this 25th day of October 1979, between the Mortgagor, Paul W. Fulbright and Sylvia H. Fulbright (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-One Thousand Six Hundred and No/100 (\$31,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated 25 October 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 1 April 2010.

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 in the County of Greenville, State of South Carolina, at the southwesterly intersection of Old Cedar Lane Road and Lilly Street, being shown and designated as "Property of Paul W. Fulbright and Sylvia H. Fulbright", dated 22 October 1979, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7-R", at Page 95, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Old Cedar Lane Road, and running thence S. 69-15 W. 217 feet to an iron pin; thence N. 26-11 E. 97.3 feet to an iron pin; thence N. 8-31 E. 41 feet to an iron pin on the southerly side of Lilly Street; thence with the southerly side of Lilly Street, N. 63-24 E. 108 feet to an iron pin at the southwesterly intersection of Old Cedar Lane Road and Lilly Street; thence with the southwesterly intersection of Old Cedar Lane Road and Lilly Street, S. 68-20 E. 26.7 feet to an iron pin on the westerly side of Old Cedar Lane Road; thence with the westerly side of Old Cedar Lane Road, S. 20-03 E. 94.1 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Gloria Jane Taylor, recorded 31 July 1979, RMC Office for Greenville County, S. C., in Deed Book 1108, at Page 244.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268, Greenville, South Carolina 29602.

which has the address of Intersection Old Cedar Lane Road and Lilly Street, Greenville, South Carolina (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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