

GREENVILLE CO. S. C.
OCT 31 2 52 PM '79
DONNIE S. TANKERSLEY
R.M.C.

1403 0612

MORTGAGE

THIS MORTGAGE is made this 31 day of October 1979 between the Mortgagor, James R. and Cheryl M. Pannell (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 Four Thousand Four Hundred Thirteen and 48/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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 November 1, 2006.

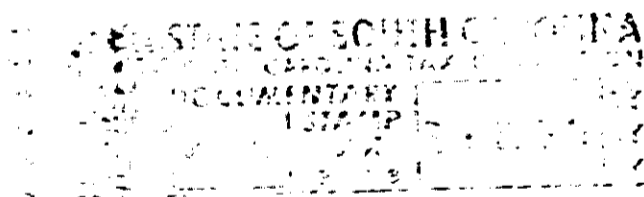
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 County of Greenville, State of South Carolina, being known as #5 Avon Drive, Taylors, South Carolina, and having, according to a plat by Freeland Associates dated October 29, 1979 to be filed herewith, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Avon Drive, said pin being the joint front corner of Lots Nos. 18 and 19 and running thence with the common line of said Lots N. 77-50 E. 157.4 feet to an iron pin, the joint rear corner of Lots Nos. 18 and 19; thence, S. 23-00 E. 121.5 feet to an iron pin; thence S. 10-30 E. 43.7 feet to an iron pin, the joint corner of Lots Nos. 6, 7, 10 and 19; thence, N. 83-50 W. 206.3 feet to an iron on the easterly side of Avon Drive; thence along the easterly side of Avon Drive on a curve, the chord of which is N. 2-39 W. 100 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Earl B. and Marie G. Hobbs of even date, to be recorded herewith.

The Mortgagors address is 5 Avon Drive, Taylors, South Carolina 29687.



which has the address of 5 Avon Drive Taylors

South Carolina 29687 (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.

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