

FILED
GREENVILLE CO. S. C.

MORTGAGE

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THIS MORTGAGE is made this 31st day of October 1979 by DONALD STANLEY MORTGAGOR, Perry E. Burton and Eugenia H. Burton (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-three Thousand, One Hundred and no/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, 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 those certain pieces, parcels or lots of land, with the buildings and improvements thereon, lying and being on the southerly side of Frankfort Court, in the town of Simpsonville, County of Greenville, State of South Carolina, being known and designated as Lot No. 11 and a portion of Lot No. 12, on plat of Section No. 1 of Powderhorn, as recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4X, Page 95, and having, according to a more recent survey prepared for Perry E. Burton and Eugenia H. Burton, prepared by Clarkson Surveying, dated October 17, 1979 and recorded in the R.M.C. Office for Greenville County in Plat Book , Page , the following metes and bounds, to-wit:

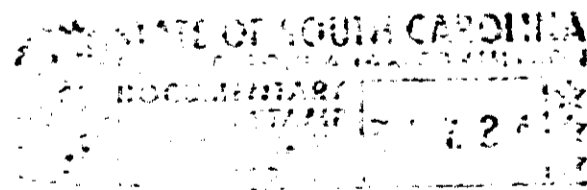
BEGINNING at an iron pin on the southerly side of Frankfort Court, said pin being the joint front corner of Lots 11 & 12, and running thence with the southerly side of Frankfort Court on a curve the chord of which is N. 81-57 E., 34.0 feet to an iron pin on the southerly side of Frankfort Court; thence with the southerly side of Frankfort Court S. 31-30 E., 95 feet to an iron pin; thence S. 61-14 W., 150 feet to an iron pin; thence N. 35-50 W., 68.75 feet to an iron pin; thence N. 53-17 W., 33.2 feet to an iron pin the joint rear corner of Lots 11 & 12; thence with the common line of said Lots, N. 57-34 E., 136.11 feet to an iron pin the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of the American Service Corporation, of even date, to be recorded herewith.

This property is conveyed subject to all restrictions, setback lines, roadways, easements, and rights of way if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

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which has the address of Frankfort Court, Simpsonville, SC (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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