

FILED
GREENVILLE CO S.C.

NOV 6 2 51 PM '79

DONNIE HANMERSLEY
R.M.C.

MORTGAGE

1487 376

THIS MORTGAGE is made this 5th day of NOVEMBER 1979 between the Mortgagor, DONALD E. BALTZ (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 THREE THOUSAND TWO HUNDRED (\$53,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 5, 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 April 1, 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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 109 shown on a plat of the subdivision of BROOKSIDE, SECTION FOUR, recorded in the RMC Office for Greenville County, in plat book 7-C page 31, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Brandybrook Lane, the joint front corner of Lots 109 & 110; thence with the joint line of said lots S. 35-36 E. 170 feet to an iron pin; thence turning S. 54-24 W. 100 feet to an iron pin joint rear corner of Lots 108 & 109; thence with the joint line of said lots N. 35-36 W. 170 feet to an iron pin on the southeast side of Brandybrook Lane; thence with the southeast side of Brandybrook Lane N. 54-24 E. 100 feet to the point of beginning.

- This is a portion of the land conveyed to mortgagor by the following deeds:
- (1) Frank P. McGowan, Jr., Master in Equity for Greenville County dated and recorded June 1, 1978 in deed vol. 1080 page 283.
 - (2) Calvin H. Griffin, Nettie Louise Griffin Thomas dated and recorded June 1, 1978 in deed vol. 1080 page 281.
 - (3) Virginia G. Howard & Robert Leslie Howard by deed dated and recorded June 1, 1978 in deed vol. 1080 page 282.
 - (4) Mary Baldwin Morris, formerly Mary Baldwin dated 6/20/78 rec 6/2/78 in deed vol. 1081 page 650.

OFFICE OF THE CLERK OF THE COURT
GREENVILLE COUNTY, SOUTH CAROLINA
RECORDED
NOV 6 1979

GCTO --- 1 NO 6 79 1574

which has the address of Lot 109, Brandybrook Lane MAULDIN, SC 29662 (herein "Property Address");
(Street) (City)
(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".

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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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