

FILED
GREENVILLE S.C.
NOV 6 3 17 PM '79
CONNOR HARRISLEY
F.M.C.

MORTGAGE

1457 PAGE 401

THIS MORTGAGE is made this 6th day of November 1979, between the Mortgagor, Lloyd E. Kessler and Patricia G. Kessler (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 Seventy Thousand and no/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 6, 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 on the northern side of the cul-de-sac of Fish Brook Way in Austin Township, County of Greenville, State of South Carolina, being shown and designated as Lot No. 65 on plat of Holly Tree Plantation, prepared by Enwright Associates, Inc., dated May 28, 1973, recorded in Plat Book 4X at Pages 32 thru 37 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northern side of Fish Brook Way at the joint front corner of Lots 65 and 66 and running thence along the common line of said lots N. 02-35-00 E. 195.87 feet to an iron pin at the joint rear corner of said lots; thence S. 85-25-00 E. 172.93 feet to an iron pin at the joint rear corner of Lots 64 and 65; thence along the common line of said lots S. 28-31 W. 189.11 feet to an iron pin at the joint front corner of said lots on the northern side of the cul-de-sac of Fish Brook Way; thence following the curvature of said cul-de-sac N. 85-56-37 W. 75 feet to a point on Fish Brook Way; thence N. 67-25-00 W. 25 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Alfred A. Ellison and Barbara W. Ellison recorded April 11, 1979 in Deed Book 1100 at Page 285.

STATE OF SOUTH CAROLINA
DOCUMENTARY RECORDS
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which has the address of 107 Fish Brook Way Simpsonville
S. C. 29681 (State and Zip Code)
(Street) (City)
(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 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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