

FILED  
GREENVILLE CO. S. C.

Nov 30 4 53 PM '79

DONNIE S. FANKERSLEY  
R.M.C.

BOOK 1490 PAGE 42

# MORTGAGE

THIS MORTGAGE is made this 29th day of November 1979, between the Mortgagor, JAMES O. FARNSWORTH (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 Seven Thousand Fourteen and 43/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 29, 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, 1992.

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 \_\_\_\_\_ State of South Carolina:

ALL that certain piece, parcel or tract of land, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated on plat entitled "Property of James O. Farnsworth", dated November 27, 1978, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 75 at Page 62, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern side of the right-of-way of East North Street, at the joint front corner of the within tract and property now or formerly of Reynolds, and running thence, along the joint line of said tracts N. 27-02 W., 299.41 feet to an old iron pin; thence running N. 82-26 E., 27.37 feet to an old iron pin in the line of property now or formerly of Hampton Investors Corp; thence, running along the joint line of said tracts S. 40-24 E., 188.0 feet to an old iron pin; thence running S. 23-55 E., 114.35 feet to an old iron pin on the Northern side of the right-of-way of East North Street, at the joint front corner of the within tract and property now or formerly of Hampton Investors Corp; thence, running along said right-of-way S. 69-07 W., 63.43 feet to an old iron pin at the joint front corner of the within tract and property now or formerly of Reynolds, on the Northern side of the right-of-way of East North Street, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Wake H. Myers, Jr., recorded in the Greenville County RMC Office in Deed Book 1116 at Page 684, on November 30, 1979.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
TAX \$ 92.34

which has the address of 1607 East North 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 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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