

GREENVILLE CO. S. C.  
Dec 17 11 50 AM '79  
DONNIE LANKERSLEY  
R.M.C.

BOOK 1491 PAGE 299

# MORTGAGE

THIS MORTGAGE is made this 17th day of December 1979, between the Mortgagor, Daniel J. Menegay and Susan L. Menegay (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 131 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-SIX THOUSAND FOUR HUNDRED FORTY-FOUR AND 68/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 17, 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 December 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, as shown on plat entitled HAZELWOOD, SECTION III, prepared by Dalton & Neves Co., Engineers, which plat is of record in the RMC Office for Greenville County, South Carolina in Plat Book 5-D, at Page 26, being known and designated as Lot 49.

BEGINNING at a point on the western side of Mellyn Street at the joint front corners of Lot 48 and 49 and running thence N. 51-19 W. 305.7 feet to a point; thence S. 30-50 W. 151.4 feet to a point; thence S. 51-19 E. 285.0 feet to a point; thence N. 38-41 E. 150.0 feet to the point of the beginning.

This is the same property conveyed to the mortgagors herein by deed of M. L. Lanford recorded herewith which was conveyed by deed of Devenwood Land Company a Partnership as recorded in the RMC Office for Greenville County, State of South Carolina, in Deed book 1064 at Page 941.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
\$ 12.60

which has the address of Rt. 6, Box 699, Piedmont, South Carolina 29673 (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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