

FILED
GREENVILLE CO. S. C.

JAN 30 1 56 PM '80

MORTGAGE

RECORDED IN BOOK	1543,10-1-22
BY	Malcolm Baines
DATE	1980

DONNIE BANKERSLEY

THIS MORTGAGE is made this 29th day of January, 1980, between the Mortgagor, Malcolm Baines and Jean Baines (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").

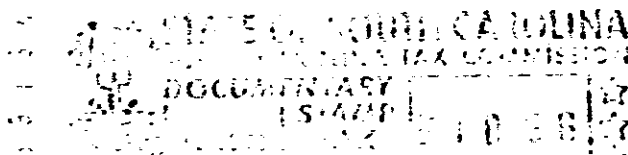
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-seven Thousand Three Hundred Fourteen and 59/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 29, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2004

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northern side of Providence Square in the County of Greenville, State of South Carolina, being shown and designated as Lot 22 on Plat of Stratton Place, prepared by Piedmont Engineers and Architects, dated July 10, 1972, recorded in Plat Book 4R at page 36, resurveyed by plat recorded in Plat Book 5G at page 139 and being described more particularly by recent survey entitled "Property of Malcolm Baines and Jean Baines", dated January 28, 1980 prepared by Freeland and Associates, recorded in Plat Book 7T at page 87, to-wit:

BEGINNING at an iron pin on the northern side of Providence Square at the joint front corner of Lots 21 and 22 and running thence along the common line of said lots N 23-33 E, 164.9 feet to an iron pin at the joint rear corner of said lots; thence S 67-46 E, 120 feet to an iron pin at the joint rear corner of Lots 22 and 23; thence along the common line of said lots, S 21-17-28 W, 164.67 feet to an iron pin at the joint front corner of said lots on the northern side of Providence Square; thence along the northern side of Providence Square N 67-46 W, 126.5 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Johannus Van Ryswyk and Truss A. H. Van Ryswyk dated January 29, 1980 and recorded in Deed Book 1119 at page 736



which has the address of Lot 22 Providence Square, Stratton Place, Greenville, (Street) (City)
South Carolina (herein "Property Address"); (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".

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.

BOOK 1494 PAGE 441

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