

FILED  
S.C.  
50 PM '80  
DEPT. OF REVENUE  
GREENVILLE

MORTGAGE

THIS MORTGAGE is made this 31 day of March 19. 80, between the Mortgagor, James T. Forkins, Jr. and Linda K. Forkins (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 Nine Hundred Fifty and no/100 (\$47,950) Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 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 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 northeastern side of Manassas Drive in the Town of Simpsonville, County of Greenville, South Carolina, being shown and designated as Lot No. 174 on Plat of POWDERHORN, Section 3, prepared by C.O. Riddle, Surveyor, February 19, 1979, recorded in the RMC Office for Greenville County, SC, in Plat Book 7-C, at page 4, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Manassas Drive at the joint front corner of Lots Nos. 174 and 175 and running thence with the common line of said Lots N. 40-58 E., 157.17 feet to an iron pin; thence with the line of the Community Park S. 46-50 E., 57.44 feet to an iron pin at the joint rear corner of Lots Nos. 173 and 174; thence with the common line of said Lots S. 22-24 W., 155.0 feet to an iron pin on the northeastern side of Manassas Drive; thence with the northeastern side of Manassas Drive N. 58-19 W., 50.0 feet to an iron pin; thence continuing with Manassas Drive N. 49-02 W., 57.4 feet to the point of beginning.

This is the same property conveyed to James T. Forkins, Jr. and Linda K. Forkins by deed of American Service Corporation of South Carolina to be recorded herewith.

RECORDED  
GREENVILLE, SOUTH CAROLINA  
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which has the address of 207 Manassas Drive Simpsonville South Carolina 29681 (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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