

GR: FILED
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R.M.C. WYERSLEY

BOOK 1499 PAGE 722

MORTGAGE

THIS MORTGAGE is made this 2nd day of April, 1980 between the Mortgagor, John S. Martin and Susan J. Martin (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 Thirty Nine Thousand Nine Hundred Nine and 31/100 (\$39,909.31) Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 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, 2007.

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 State of South Carolina, County of Greenville, on the southwestern side of Lanneau Drive, and being known and designated as Lot No. 18 on Plat of Property of John T. Jenkinson Estate, prepared by Dalton & Neves, dated July, 1932, recorded in the R.M.C. Office for Greenville County in Plat Book H, Pages 207 and 208 and having, according to a more recent survey prepared by Freeland and Associates dated April 1, 1980, entitled Property of John S. Martin and Susan J. Martin, recorded in the R.M.C. Office for Greenville County in Plat Book IV, Page 71, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Lanneau Drive at the joint front corner of Lots Nos. 18 and 19 and running thence with the common line of said Lots S. 39-30 W., 156.2 feet to an iron pin; thence N. 67-35 W., 55 feet to an iron pin at the joint rear corner of Lots Nos. 17 and 18; thence with the common line of said Lots N. 35-25 E., 168 feet to an iron pin on the southwestern side of Lanneau Drive; thence with said Drive S. 54-16 E., 65 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Judith M. Few recorded in the R.M.C. Office for Greenville County in Deed Book 1123, Page 264, on April 2, 1980.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
APR 2 1980

which has the address of 44 Lanneau Drive, Greenville, South Carolina (herein "Property Address");
[Street] [City] [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.

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