

OFFICE OF THE CLERK
SOUTH CAROLINA
APR 10 10 30 PM '80
GREENVILLE

MORTGAGE

BOOK 1500 PAGE 149

THIS MORTGAGE is made this 7th day of April 19 80, between the Mortgagor, Peter J. Stathakos and Martha W. Stathakos (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-One Thousand Five Hundred Seventy-Six and 36/100 (\$31,576.36) Dollars, which indebtedness is evidenced by Borrower's note dated 7 April 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 1 April 1998

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 in the County of Greenville, State of South Carolina, on the northeastern side of Merrifield Drive, being known and designated as Lot No. 6 as shown on plat entitled Merrifield Park, recorded in the RMC Office for Greenville County, S. C., in Plat Book "000", at Page 177, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Merrifield Drive at the joint front corner of Lots Nos. 5 and 6 and running thence with the common line of said lots, N. 55-42 E. 220 feet to an iron pin; thence running S. 49-02 E. 40.1 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence running with the common line of said lots, S. 29-32 W. 232.2 feet to an iron pin on the northeastern side of Merrifield Drive; thence running with the curve of Merrifield Drive, the following courses and distances: N. 53-36 W. 49.5 feet to an iron pin; thence N. 40-44 W. 49.5 feet to an iron pin; thence N. 34-18 W. 46 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of William H. Campbell and Phyllis B. Campbell, dated 7 April 1980, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 268, Greenville, South Carolina 29602

which has the address of 105 Merrifield Drive, Greenville, South Carolina 29615 (Street) (City) (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.

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