

FILED  
S. C.  
APR 15 1980  
TAYLORSVILLE

# MORTGAGE

THIS MORTGAGE is made this 9th day of April, 1980, between the Mortgagor, CHARLES A. RUSH AND GLENDA A. RUSH (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-ONE THOUSAND THREE HUNDRED ELEVEN AND 66/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 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, 2008.

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 Northeast corner of the intersection of Cunningham Road with Lynn Drive, being shown and designated as Lot No. 19 on Plat of Rosewood Acres, County of Greenville, State of South Carolina, said plat made by Terry T. Dill, Surveyor, dated April 22, 1960, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM, at Page 154, and having, according to a more recent survey, prepared by W. R. Williams, Jr., Engineer/Surveyor, dated April 3, 1980, for Charles A. Rush and Glenda A. Rush, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-4, Page 71, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Cunningham Road, said point being the joint front corner of Lots 19 and 20 on plat of Rosewood Acres and proceeding N. 10-00 W. 71.0 feet to an iron pin; thence turning and running N. 41-50 E. 39.3 feet to an iron pin; said point being on the Southern side of Lynn Drive; thence running along the Southern side of Lynn Drive, S. 86-12 E. 167 feet to an iron pin; thence turning and running S. 01-54 E. 100 feet to an iron pin, joint rear corner of Lots 19 and 20; thence turning and running N. 86-19 W. 184.3 feet to the point and place of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed from Marcelle F. Wagner, recorded of even date herewith.

which has the address of 133 Cunningham Road, Taylors, (Street) (City)  
S.C. 29687 (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 seized 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.

0307

4328 RV-2