

FILED
CO. S. C.
APR 25 2 52 PM '80
DORR
JANNERSLEY
R.M.C.

BOOK 1501 PAGE 628

MORTGAGE

THIS MORTGAGE is made this 25th day of April 1980, between the Mortgagor, Daniel F. Davis and Sue N. Davis (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 Five Thousand, Four Hundred Ninety Four and 58/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 25, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township and being known and designated as a part of Lot No. 7 of a subdivision known as McSwain Gardens, with the Plat of that subdivision being recorded in the Office of the RMC for Greenville County in Plat Book GG, at page 75 and being more specifically shown according to said plat as follows:

BEGINNING at a point on the Southeastern side of Mimosa Drive, at the joint front corner of Lot No. 6 and 7 and running thence S. 25-41 E. 147.3 feet to a point at the rear corner of Lot No. 6; thence S. 6-05 W. 45 feet to a point in the joint side line of Lot No. 7 and 8; thence N. 77-55 W. 173.2 feet to a point on the Southeast side of Mimosa Drive, at the joint front corner of Lot No. 7 and 8; thence with the Southeastern side of Mimosa Drive N. 29-55 E. 85.9 feet to a point; thence continuing with the Southeastern side of Mimosa Drive N. 45-16 E. 95 feet to the point of beginning.

Derivation: Jack B. Tyler, deed book 1124, page 635, recorded April 25, 1980.

RECORDED
GREENVILLE COUNTY, SOUTH CAROLINA
OFFICE OF THE REGISTER OF DEEDS
DOCUMENTARY
APR 25 1980
1124-635

which has the address of 6 Mimosa Drive, Greenville, South Carolina 29615 (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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