

RECORDED
S.C.
MAY 11 1980
GREENVILLE
PARSLEY

MORTGAGE

LOVE, THE...
File 12729
N. C. ...
No. 179-9-1

BOOK 1502 PAGE 802

THIS MORTGAGE is made this 8th day of May 1980, between the Mortgagor, Warren M. Weber and Cynthia J. Weber (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 Twenty-six Thousand Nine Hundred Thirty and 05/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 8th, 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 May 1st, 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 piece, parcel or lot of land situate, lying and being on the south side of North Park Drive in the County of Greenville, State of South Carolina designated as Lot 61 on plat of North Park, recorded in the Office of the REC for Greenville County in Plat Book K at page 49 and also being shown on a plat prepared for Warren M. Weber and Cynthia J. Weber by James Ralph Freeland, dated May 7th, 1980 to be recorded herewith and having according to said later plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the south side of North Park Drive at the joint front corner of Lots No. 61 and 62 and running thence S 19-46 W, 169.2 feet to an iron pin at the joint rear corner of said lots; thence N 68-34 W, 61.2 feet to an iron pin at the joint rear corner of Lots 52 and 61; thence N 19-06 E, 168.2 feet to an iron pin at the joint front corner of Lots 51 and 61 on the south side of North Park Drive; thence along and with said North Park Drive S 68-34 E, 60 feet to an iron pin at the joint front corner of Lots 61 and 62, the point of beginning.

DERIVATION: Deed of Douglas J. Anderson, et al, dated May 8th, 1980 to be recorded simultaneously herewith.

which has the address of 10 North Park Drive, Greenville, South Carolina (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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