

RECORDED  
S.C.  
MAY 14 PM '80  
H.C. WATERSLEY

# MORTGAGE

THIS MORTGAGE is made this 12th day of MAY 1980, between the Mortgagor, VAN R. COOK AND DIANNE E. COOK (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").

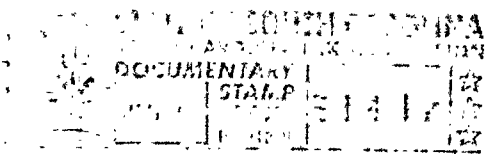
WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND TWO HUNDRED SIXTY-THREE & 55/100 Dollars, which indebtedness is evidenced by Borrower's note dated MAY 12, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 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, Town of Simpsonville, shown and designated as Lot no. 100 on plat of Brentwood, Section III, recorded in the RMC Office for Greenville County in Plat Book 5D at page 42 and also shown on a more recent survey of Property of Van R. Cook and Dianne E. Cook, dated May 12, 1980, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County in Plat Book 2-2 at page 82, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Sandhurst Drive, joint front corner of lots 100 and 101 and running thence S. 67-02 W., 148.15 feet to an iron pin; thence turning and running with the rear line of lot 100, N. 23-42 W., 105.34 feet to an iron pin; thence turning and running with the common line of lots 100 and 99, N. 69-11 E., 144.35 feet to an iron pin on Sandhurst Drive; thence with said Drive, S. 26-00 E., 100.0 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Terry A. Borgschulte, to be recorded of even date herewith.



which has the address of 106 Sandhurst Drive, Simpsonville, S.C. 29681 (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 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.

0042

4328 RV.2