

GRANDED
S.C.
MAY 26 PM '80

BOOK 1503 PAGE 777

MORTGAGE

THIS MORTGAGE is made this 23rd day of May, 1980, between the Mortgagor, Michael Evan Tracy and Ann B. Tracy (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 Eight Thousand Two Hundred Fifty Five and 77/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 23, 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, 2004.

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, being shown as Lot No. 39 on that certain plat of Edwards Forest, Section III, prepared by Dalton & Neves, Engineers, dated April, 1965, and recorded in the R.M.C. Office for Greenville County in Plat Book BBB, Page 185, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wood Creek Drive, the joint front corner of Lots 39 and 40 and running thence S. 07-18 E. 373 feet to a point at the rear of Lots 39 and 40; thence running along the branch of Mountain Creek, N. 57-29 W. 165.5 feet to a point; thence along the branch of said creek, N. 83-01 W. 46 feet to a point at the rear of Lots 38 and 39; thence running along the common line of Lots 38 and 39 N. 04-46 E. 458.7 feet to an iron pin at the joint front corner of Lots 38 and 39; thence along Wood Creek Drive S. 86-44 E. 80.7 feet to an iron pin; thence continuing along Wood Creek Drive S. 87-29 E. 18.3 feet to point of beginning.

This is the same property conveyed to the grantors herein by deed of Edward R. Davis and Jeannette K. Davis, dated May , 1980, and recorded in the R.M.C. Office for Greenville County, S. C. on May , 1980 in Deed Book 1126 at Page 295.

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which has the address of 23 Wood Creek Drive, Edwards Forest Subdivision, Greenville, (Street) (City)
South Carolina (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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