

REC'D
JUN 20 11 30 AM '80
SOUTH CAROLINA
GREENVILLE
SHERMAN

REC'D 1504 PAGE 599

MORTGAGE

THIS MORTGAGE is made this 5th day of June 1980., between the Mortgagor, Howard F. Smith and Julia F. Rozsa Smith (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 Ninety Thousand and no/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June, 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 June 1, 2010.

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 the buildings and improvements thereon, lying and being on the westerly side of Seabrook Court, in the City of Greenville, South Carolina, being known and designated as Lot No. 11 on plat entitled "Section Two, Property of Elizabeth L. Marchant", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, at page 145, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Seabrook Court, said pin being the joint front corner of lots 11 and 12, and running thence with the westerly side of Seabrook Court, S. 5-58 W., 150 feet to an iron pin at the joint front corner of Lots 10 and 11; thence with the common line of said lots, S. 62-29 W., 273.9 feet to an iron pin at the joint rear corner of Lots 10 and 11; thence N. 30-03 W., 75 feet to an iron pin; thence N. 59-57 E., 75 feet to an iron pin; thence N. 30-03 W., 88.9 feet to an iron pin, joint rear corner of Lots 11 and 12; thence with the common line of said lots, N. 70-41 E., 295.3 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of William C. Mitchell and Mary L. Mitchell, of even date, to be recorded herewith.

RECORDED
JUN 20 1980
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
GREENVILLE, SOUTH CAROLINA

which has the address of 11 Seabrook Court Greenville, S. C. (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.

520

4328 RV-2