

REC'D S.C.
JUN 25 PM '80
WASLEY

MORTGAGE

THIS MORTGAGE is made this 20th day of June, 1980, between the Mortgagor, Williams Street Development Corporation (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 Seventy-seven thousand two hundred and No/100s (\$77,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 20, 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 December 1st, 1981

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, being shown and designated as Lot No. 161 on Plat of Dove Tree Subdivision, prepared by Piedmont Engineers and Architects, dated September 18, 1972, and revised March 29, 1973, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 21-23, and being described more particularly, according to said plat, as follows:

BEGINNING at an iron pin on Sugarberry Drive at the joint front corner of Lots 161 and 162 and running thence N. 62-28 W. 141.35 feet to an iron pin; thence with the joint line of Lots 161 and 163 N. 61-28 W. 38.2 feet to an iron pin; thence with the common line of Lots No. 161 and 160 S. 27-51 W. 154.95 feet to an iron pin on Peppertree Drive; thence with said drive S. 63-21 E. 85.0 feet to an iron pin; thence running N. 82-35 E. 41.2 feet to an iron pin on the western side of Sugarberry Drive; thence with said drive the following courses and distances: N. 46-14 E. 74.2 feet to an iron pin; thence N. 60-05 E. 69.9 feet to an iron pin the point of beginning.

DERIVATION: This being a portion of the same property conveyed to the Mortgagor herein by deed of Caine Company, Inc., dated May 4, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1101 at Page 924 on May 7, 1979.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 300.00

which has the address of Lot 161 Sugarberry Dr., Dove Tree Subdivision, Greenville County, SC (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.

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