

S. C.

1507-105

PM '80

MORTGAGE

WISLEY

THIS MORTGAGE is made this 8 day of July 1980, between the Mortgagor, Jack A. Burgess, Jr. and Maria Julia Andraud Burgess (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 Fifty-seven Thousand and No/100 (\$57,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 8 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 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 situate, lying and being on the eastern side of Oak Meadows Road and being known and designated as Lot 5 on a Plat of Oak Meadows made by Freeland & Associates dated August 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-V at page 11, containing 6.98 acres, more or less, reference being had to said plat for a more complete metes and bounds description.

This mortgage also includes an undivided one-eighteenth (1/18) interest in and to Oak Meadows Road shown on the above-mentioned plat.

The above-described property is the same acquired by the Mortgagors by deed from Clyde P. Holcombe, et al., dated October 3, 1978 and recorded October 13, 1978 in the RMC Office for Greenville County in Deed Book 1089 at page 860; the Mortgagor, Jack A. Burgess, Jr., also acquired a small interest in this same property by deed from W. H. Alford dated August 22, 1978 and recorded on October 13, 1978 in the RMC Office for Greenville County in Deed Book 1089 at page 822.

SC10 -----2 JUL 8 80 571

which has the address of 5 Oak Meadows Road, Greenville, South Carolina (Street) (City) (State and Zip Code) (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 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.

4328 RV-2