

GREENVILLE CO. S. C.
SEP 2 3 02 PM '80
DONNIE S. TANKERSLEY
R.M.C.

This instrument was prepared by:

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STATE OF SOUTH CAROLINA **MORTGAGE**
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX 27.24
1972-84 FF 11218

THIS MORTGAGE is made this 29th day of August 1980, between the Mortgagor, FRED L. PERDUE and PEARL C. PERDUE (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Eight Thousand Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note date August 29, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008;

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, located, lying and being on the Southern side of Providence Court, Greenville County, South Carolina, being shown and designated as Lot No. 16 on plat of STRATTON PLACE, Sheet 1 of 2, recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 36, and having according to a more recent survey thereof entitled "Property of Fred L. Perdue and Pearl C. Perdue", dated August 28, 1980, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 8-E at Page 12, the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the Southeastern side of the right-of-way of Providence Court at the joint front corner of the within lot and Lot No. 15 and running thence along the joint line of said lots S. 73-08 E., 148.4 feet to a new iron pin at the joint rear corner of the within lot and Lot No. 15; thence running S. 20-59 W., 122.8 feet to an old iron pin; thence running S. 22-48 W., 102.3 feet to an old iron pin at the joint rear corner of the within lot and Lot No. 17; thence running along the joint line of said lots N. 20-24 W., 207.3 feet to a new iron pin at the joint front corner of the within lot and Lot No. 17 on the Southeastern side of the right-of-way of Providence Court; thence running along said right-of-way N. 31-46 E., 20.1 feet to a new iron pin; thence running N. 4-27 E., 40.7 feet to a new iron pin at the joint front corner of the within lot and Lot No. 15, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Joseph G. Clark and Elaine M. Clark recorded in the Greenville County RMC Office in Deed Book 1132 at Page 438 on the 3rd day of Sept, 1980.

which has the address of 5 Providence Court, Greenville, South Carolina (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.

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