

2756 DRN JPI
Joseph + Alene H. Gallagher
548.3-1-84

Mortgagee's Address: PO BX 1268
Gvl SC 29602

FILED
GREENVILLE CO. S. C.

1523 401

NOV 4 2 MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 29th day of October 1980, between the Mortgagor, WILLIAM JOSEPH GALLAGHER and ALENE H. GALLAGHER (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 SIXTY-NINE THOUSAND AND NO/100 (\$69,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 29, 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 April 1, 2011.

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 lot of land situate on the westerly side of Briarwood Drive being shown as Lot No. 65 on a plat of Holly Tree Plantation, Phase III, Section II dated April 3, 1979, prepared by Piedmont Engineers, Architects & Planners and having according to said plat the following metes and bounds, to-wit: (Plat Book 7-C, page 27, RMC Gvl Co, SC)

BEGINNING at an iron pin on the westerly side of Briarwood Drive at the joint front corner of Lots 64 and 65 and running thence along the common line of said property S 88-26 W 241.33 feet to an iron pin at the joint rear corner of said lots; thence N 13-08 W 75 feet to an iron pin at the joint rear corner of Lots 65 and 66; thence along the common line of said lots N 72-31 E 173.29 feet to an iron pin at the joint front corner of said lots on the western side of Briarwood Drive; thence along said drive S 29-23 E 6 feet to an iron pin; thence S 47-08 E 105.7 feet to an iron pin; thence S 17-00 E 43.24 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Donald E. Franklin, to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
2780

which has the address of (Lot 65) Briarwood Drive, Simpsonville, S. C. 29681 (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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