

FILED
GREENVILLE CO. S. C.

DEC 1 2 23 PM '80 **MORTGAGE**

BOOK 1326 PAGE 40

JOHN E. LANPERSLEY
R.M.C.

THIS MORTGAGE is made this 1st day of December 19. 80, between the Mortgagor, Judson T. Minyard, Jr., (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 ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 (\$138,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 piece, parcel or lot of land situate, lying and being on the Southern side of Darien Way in the County of Greenville, State of South Carolina, being known and designated as Lot No. 10 as shown on a plat entitled "Watson Orchard", dated September 10, 1964, revised December 28, 1966, prepared by Piedmont Engineers & Architects, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 000 at page 99 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Darien Way at the joint front corner of Lots Nos. 9 and 10 and running thence with the line of Lot No. 9 S. 6-30 W. 288.2 feet to an iron pin in the line of Lot No. 4; thence with the rear line of Lot No. 4 N. 86-08 W. 120.7 feet to an iron pin; thence with the rear line of Lot No. 3 S. 89-45 W. 105.5 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; thence with the line of Lot No. 11 N. 1-45 E. 294.5 feet to an iron pin on the Southern side of Darien Way; thence with the Southern side of Darien Way S. 86-27 E. 250 feet to the point of beginning.

The within conveyance is subject to all restrictions, setback lines, zoning ordinances, utility easements and rights of way, of record, affecting the above described property.

This is the same property conveyed to the Mortgagor by deed dated December 1, 1980 from J. Paul Kitchens and Nancy Sue Kitchens and recorded same date in the R.M.C. Office for Greenville County in Deed Book 1138 at Page 130.

STATE OF SOUTH CAROLINA
RECORDING TAX COMMISSION
DOCUMENTARY
STAMP
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which has the address of 16 Darien Way, Watson's Orchard, 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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