

GREENVILLE

JAN 26 4 45 PM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

200-1530 017

THIS MORTGAGE is made this 26th day of January, 1981, between the Mortgagor, Otis Samuel Boan, 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 Forty-Nine Thousand Eight Hundred Fifty (\$49,850.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 26, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1999

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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 132-A of a subdivision known as Chanticleer, Section 3, as is more fully shown on a plat thereof of property of Otis Samuel Boan, Jr., prepared by R. B. Bruce, RLS, dated January 22, 1981, to be recorded in the R.M.C. Office for Greenville County, and according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Catesby Vale, the joint front corner of Lots Nos. 131-A and 132-A and running thence with the joint line of said lots, N. 19-23 E. 130.6 feet to an iron pin at the corner of Lot 86 and running thence along the rear line of Lot 86, N. 84-56 W. 100 feet to an iron pin; running thence along the rear line of Lots 85 and 84, S. 68-28 W. 165 feet to an iron pin at the joint rear corner of Lots Nos. 132 and 132-A; running thence with the joint line of said lots, S. 57-41 E. 168.2 feet to an iron pin on the northern side of the turnaround of Catesby Vale, joint front corner of Lots 132 and 132-A; running thence with the curvature on the northern side of Catesby Vale, following the curvature thereof, the chords of which are as follows: N. 42-21 E. 20.9 feet; N. 68-12 E. 26.8 feet to an iron pin; S. 77-26 E. 30 feet to the point of beginning.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s), or on the premises.

This being the same property conveyed to the mortgagor herein by deed of Rhea T. Eskew, dated January 26, 1981, and recorded in Deed Book 1141 at Page 570 in the R.M.C. Office for Greenville County on January 26, 1981.

DOCUMENTARY
STAMP
1981 JAN 26

which has the address of 7 Catesby Vale Greenville, South Carolina 29605 (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.

9917

4328 RV-2