

FILED
GREENVILLE CO. S. C.

MORTGAGE

MAY 4 2 41 PM '84

THIS MORTGAGE is made this 27th day of April 1984 between the Mortgagors James A. Fisher and Shirley B. Fisher (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-EIGHT THOUSAND AND NO/100 (\$28,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 1984 (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, 2004.

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 in the State and County aforesaid, in Austin Township, on the North side of Bethel Road, containing 0.70 of an acre, more or less, and being more particularly described as follows: Beginning at a point in Bethel Road at the joint front corner of Tracts Nos. 1 and 2 as shown on plat of the C. S. Verdin Estate prepared by C. O. Riddle, Registered Surveyor, dated December, 1962, which plat is recorded in the R.M.C. Office for said County in Plat Book RR at page 105, and running thence with the joint line of said tracts N. 8-45 W. 329.9 feet to an iron pin, joint corner with property conveyed by Frank A. Blakely to Juster Enterprises, Inc., by deed recorded in said Office in Deed Book 928 at page 457 (iron pin on line at 23.2 feet); thence with the line of said Juster Enterprises, Inc., lot N. 66-07 E. 126.6 feet to an iron pin on joint line of Tracts Nos. 2 and 3 as shown on the above said plat; thence with the joint line of said last two mentioned tracts S. 1-22 W. 211.15 feet to an iron pin, joint corner of said tracts Nos. 2 and 3 as shown on the above said plat; thence S. 1-25 W. 154.5 feet to a point in Bethel Road (iron pin back on line at 21.1 feet); thence with Bethel Road S. 78-10 W. 57.6 feet to the point of beginning. This is a portion of the property conveyed to Louise V. Blakely by William H. Verdin, et al., by deed recorded in said Office on January 15, 1963, in Deed Book 714 at page 355. This is a portion of the property devised to Frank A. Blakely, Sr., under the Will of Louise V. Blakely, who died testate on March 31, 1969, as is more particularly set forth in the Office of the Probate Judge for said County in Apt. 1076, File 22. This is the same property devised to Frank A. Blakely, Jr., Shirley B. Cureton (now Shirley B. Fisher), Charles L. Blakely and Velma B. Thompson under the Will of Frank A. Blakely, Sr., who died testate on March 11, 1980, as is more particularly set forth in said Probate Judge's Office in Apt. 1602, File 18, and the same property conveyed to the Mortgagors herein by Frank A. Blakely, Jr., Shirley B. Fisher (formerly Shirley B. Cureton), Charles L. Blakely and Velma B. Thompson by deed to be recorded forthwith in said R.M.C. Office.

which has the address of 301 Bethel Road 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 seized 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.

207

29388-11-2