

FILED
GREENVILLE CO. S. C.

OCT 5 4 42 PM '79

OGNRE C. TANKERSLEY

MORTGAGE

BOOK 1433 PAGE 446

BOOK 80 PAGE 1320

THIS MORTGAGE is made this 5th day of October 1979, between the Mortgagor, Richard M. Davis and Ponda S. Davis

(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 Thirty-five Thousand and no/100 --- (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 5, 1979. (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, 2009

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To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the DEPARTMENT OF PUBLIC SAFETY ON THE EDGE OF said Lot, N. 16-51 E. 314.1 feet to a point; thence, S. 64-45 E. 101.1 feet to a point, joint rear corner with Lot 22; thence running with the common line with Lot 22, S. 16-51 W. 299.3 feet to a point on the edge of Riverview Drive; thence running with the edge of said Drive, N. 73-09 W. 100 feet to a point on the edge of said Drive, the point of beginning.

DERIVATION: Deed of C. E. Robinson, Jr., as Trustee under that certain trust agreement dated June 5, 1957, said Deed recorded July 25, 1979 in Deed Book 1107 at Page 767.

2008 OCT 1 10 05 79 100335

THIS DAY OF May 1983
AMERICAN FEDERAL SAVINGS AND LOAN ASSN
FIDELITY FEDERAL SAVINGS AND LOAN ASSN
BY Richard C. Power
WITNESS: Assistant Vice President
Marie J. Lane

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
GREENVILLE
MAY 13 1983
OGNRE C. TANKERSLEY

which has the address of Lot 23 Riverview Drive Greenville
(Street) (City)
South Carolina (herein "Property Address")
(State and Zip Code) 30247

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".

4.0001

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.