

### MORTGAGE

THIS MORTGAGE is made this 28th day of February, 1975, between the Mortgagor, James M. Fowler and Suzie R. Fowler

(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, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand (\$42,000.00) - - - - - Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1st of March, 2005

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 the buildings and improvements thereon, lying and being at the westerly intersection of Silver Creek Road and Lake Water Court near the City of Greenville, S. C., being known and designated as Lot No. 255 on plat entitled "Map No. 1, Section I, Sugar Creek" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, page 18 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly side of Lake Water Court, said pin being the joint front corner of Lots 255 and 256 and running thence with the common line of said lots N 52-20-55 W 133.39 feet to an iron pin, the joint rear corner of Lots 255 and 256; thence N 37-58-27 W 140 feet to an iron pin on the southwesterly side of Silver Creek Road; thence with the southwesterly side of Silver Creek Road S 49-15-00 E 114.57 feet to an iron pin at the westerly intersection of Lake Water Court and Silver Creek Road; thence with the said intersection S 04-15 E 35.36 feet to an iron pin on the northwesterly side of Lake Water Court; thence with the northwesterly side of Lake Water Court S 40-45-00 W 92.76 feet to an iron pin; thence continuing with said Court S 39-12 W 14.87 feet to an iron pin, the point of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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