

GREENVILLE CO. S. C.

MORTGAGE

1441 101

THIS MORTGAGE is made this 14 day of August 1978 between the Mortgagor, TED B. HILLHOUSE, II & NANCY B. HILLHOUSE (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 P.O. Box 1268 Greenville, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY NINE THOUSAND FOUR HUNDRED FIFTY (\$29,450.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008

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 of South Carolina, county of Greenville, being shown and designated as Lot No. 247 on a plat of Section III, Westwood Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4N at page 30, prepared by James D. Crain, Surveyor, dated August 17, 1971 and according to said plat having the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Sellwood Circle at the joint front corner of Lots Nos. 246 and 247, and running thence along common line N. 82-22 E. 155.5 feet to an iron pin; thence running along rear of Lot No. 247, S. 41-42 E. 40 feet to an iron pin at the joint rear corners of Lots Nos. 247 and 248; running thence along common line of lots Nos. 247 and 248, S. 54-46 W. 161.6 feet to an iron pin on Sellwood Circle; thence along the easterly side of Sellwood Circle the following courses and distances, N. 49-20 W. 4.1 feet, N. 37-20 W. 50.2 feet, N. 13-18 W. 60.7 feet to an iron pin to the point of beginning.

This is the same property conveyed to mortgagors by Donald E. Baltz by deed of even date herewith to be recorded.

"In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."



which has the address of 514 Sellwood Circle, 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 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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