

REC-100 CO. S. C.  
SEP 5 10 15 AM '78

144.3 PAGE 200

# MORTGAGE

THIS MORTGAGE is made this first (1st) day of September 1978, between the Mortgagor, Thomas Jerry Rogers and Joanne Hubbard Rogers (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 Twenty Nine Thousand, Five Hundred Twelve and 85/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 1, 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 August 1, 1997.

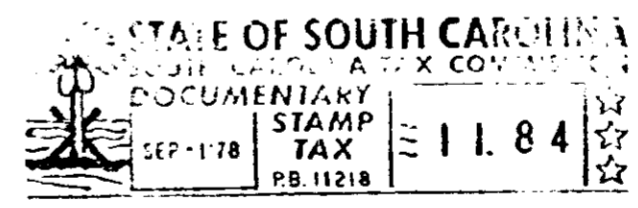
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, on the northern side of Peachtree Street near the City of Greenville, and known and designated as Lot No. 14 of a subdivision known as Cunningham Acres, Section 3, plat of which is recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N at page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Peachtree Street at the joint front corner of Lots Nos. 14 and 15 and running thence with the joint line of said lots N. 3-10 W., 165 feet to an iron pin; thence running S. 86-50 W., 100 feet to an iron pin at the joint rear corner of Lots Nos. 13 and 14; thence running with the joint line of said lots S. 3-10 E. 165 feet to an iron pin on the northern side of Peachtree Street; thence running with the northern side of said street N. 86-50 E. 100 feet to an iron pin, point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Larry Shaw Builder, Inc., of even date to be recorded herewith:

Peachtree Street Street, is now known as Cunningham Circle.



which has the address of 27 Cunningham Circle Taylors, S. C., 29687 (herein "Property Address");  
[State and Zip Code] [Street] [City]

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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