

FILED  
GREENVILLE CO. S. C.  
P. O. 4 SEP 11 1978  
STATE ARCHIVES

1443 EAST 678

# MORTGAGE

THIS MORTGAGE is made this 8th day of September 1978, between the Mortgagor, JAMES A. DODD, JR. (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-Eight Thousand Five Hundred Dollars and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated September 8, 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 October 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 with the buildings and improvements thereon, in Greenville County, State of South Carolina, on the northern side of Gray Fox Square, being shown and designated as Lot No. 57 on Plat of Gray Fox Run made by C. O. Riddle, Registered Land Surveyor, on November 6, 1975 and recorded in the R. M. C. Office for Greenville County in Plat Book 5-P at page 16 and having according to said plat, the following metes and bounds, to-wit:

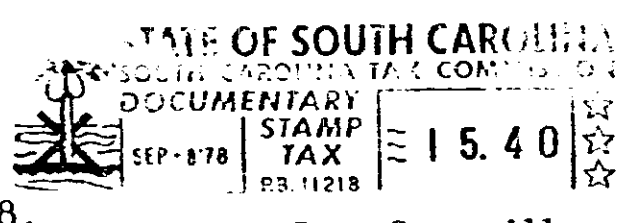
BEGINNING at an iron pin on the northern side of Gray Fox Square at the joint front corner of Lots 57 and 58 and running thence along the common line of said Lots N 2-36 E 150 feet to the joint rear corner of said Lots; thence S 87-24 E 100 feet to an iron pin at the joint rear corner of Lots 56 and 57; thence along the common line of said Lots S 2-36 W 150 feet to an iron pin at the joint front corner of said Lots on the northern side of Gray Fox Square; thence along said Square, N 87-24 W 100 feet to an iron pin, the point of beginning.

This property conveyed herewith is conveyed subject to any and all existing reservations, easements, right-of-way, zoning ordinances and restrictions, or protective covenants that may appear of record or on the premises.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured thereby, 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.

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This is the identical property conveyed to the mortgagors herein by deed of Mattox & Dillard Builders Inc. dated Sept. 8, 1978 and recorded in the RMC Office for Greenville County, S.C. in deed book page on September 8, 1978, which has the address of Lot 57, Gray Fox Square, Gray Fox Run, Greenville, S. C. 29607 (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".

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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.

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