

SEP 13 12 05 PM '78

BONNIE S. TANKERSLEY
R.H.C.

BOOK 1444 PAGE 38

MORTGAGE

THIS MORTGAGE is made this 11th day of September, 1978, between the Mortgagor, J. Dennis North-Coombes and Shelagh M. North-Coombes (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 101 E. Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 11, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Eagle Ridge Lane, and being known and designated as Lot No. 65 on plat of Mountainbrooke, by Piedmont Engineers-Architects-Planners, recorded in the RMC Office for Greenville County in Plat Book 4-X, at Page 84, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Eagle Ridge Lane at the joint front corner of Lots 64 and 65 and running thence along Eagle Ridge Lane S. 34-11 E. 5 feet to an iron pin; thence with Eagle Ridge Lane S. 41-23 E. 89.91 feet to a point at the joint front corner of Lots 65 and 66; thence along the common line of said lots S. 40-39 W. 136.02 feet to an iron pin at the joint rear corner of Lots 65, 66 and 69; thence with the joint line with Lots 69 and 70 S. 72-07 E. 146.34 feet to the joint rear corner of Lots 70 and 64; thence along the common line of Lots 64 and 65 N. 51-53 E. 210.4 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Lynn F. Strom, dated September 11, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1087, at Page 231 on September 13, 1978.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagors promise 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 mortgagors fail to pay it.

which has the address of 22 Eagle Ridge Lane, Mountainbrooke, Greenville, S.C.

(Street) (City)
..... (herein "Property Address");
(State and Zip Code)

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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