

GREENVILLE CO. S.C.

BOOK 1448 PAGE 704

MORTGAGE

THIS MORTGAGE is made this 9th day of October, 1978, between the Mortgagor, Gilberto L. Martinez and Eugenia Martinez (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 Forty-four thousand and No/100ths (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 9, 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 November 1st, 2008

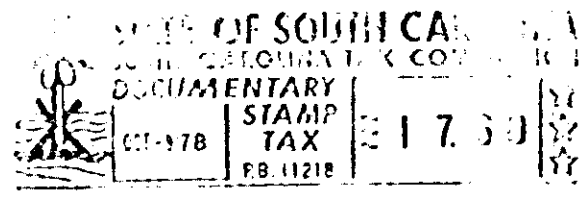
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the Town of Mauldin, being shown and designated as Lot No. 56 on Plat of Bishop Heights recorded in Plat Book BBB, Page 171, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Bishop Drive at the joint front corner of Lots 55 and 56 and running thence with the line of Lot 55, N. 31-07 E. 200.4 feet to an iron pin; thence N. 55-13 W. 120.1 feet to pin at rear corner of Lot 57; thence with the line of Lot 57, S. 29-44 W. 200.7 feet to pin on Bishop Drive; thence with the northeastern side of Bishop Drive, S. 55-13 E. 115 feet to the point of beginning.

DERIVATION: Deed of Branson Westmoreland, Jr. and Elizabeth Westmoreland recorded the 9th day of October, 1978 in Deed Book 1089 at Page 579.

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 461 Bishop Drive, Mauldin, S. C. 29662 (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 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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