

FILED  
GREENVILLE CO. S. C.

OCT 26 11 34 AM

CONWAY S. TANNEBERG

# MORTGAGE

*Please Mail to*  
Don VAN RIVER  
405 Pethym St.  
Greenville, S.C.

BOOK 1448 PAGE 282

THIS MORTGAGE is made this 26th day of October 1978, between the Mortgagor, John Thomas Outlaw, Jr. and Marie A. Outlaw

(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-Two Thousand Three Hundred and No/100 (\$32,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 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, with the buildings and improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 31, Section C, Stone Land Company, plat of which is recorded in the RMC Office for Greenville County, S.C., in Plat Book A, Page 341, and having, according to a survey by Campbell and Clarkson, dated February 24, 1969, captioned "Property of Grady K. Ashe", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Croft Street, which iron pin is 270.75 feet from the southeast intersection of Croft Street and Robinson Street, and running thence S 1-41 W 200 feet to an iron pin on the northern side of a 16-foot alley; thence with the northern side of said alley S 83-13 E 54 feet to an iron pin in the rear corner of Lot No. 33; thence with the line of Lot No. 33, N 1-41 E 200 feet to an iron pin on the southern side of Croft Street; thence with the southern side of Croft Street N 83-13 W 54 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Don R. Moorhead and Jo Ann B. Moorhead, to be executed and recorded of even date herewith.

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 eighty (80%) per cent of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine (9) 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 this mortgage if the mortgagors fail to pay it.

which has the address of 215 Croft Street, Greenville, S. C. (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.

GCTO -----3 OCT 26 78

62A

2.65

4328 RV-2