

101 E. Washington Street
Greenville, South Carolina

RECORDED
OCT 23 2 00 PM '78
DONNIE S. TANKENLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 25th day of October 1978, between the Mortgagor, Stephen A. Chamness and Ellen A. Chamness (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-Seven Thousand Six Hundred Fifty and No/100 (\$47,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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 situate, lying and being at the northeastern corner of the intersection of Boulder Road and Cold Springs Road, in the Town of Mauldin, County of Greenville, State of South Carolina, and known and designated as Lot No. 57, Section 1, of a subdivision known as Forrester Woods, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4N, at page 78, and according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Boulder Road, at the joint corner of Lots 56 and 57 and running thence with the joint line of said lots S. 62-24 E., 110 feet to an iron pin at the joint corner of Lots 57 and 58; running thence with the joint line of said lots, S. 27-38 W., 146.4 feet to an iron pin on the northeastern side of Cold Springs Road; running thence with said road, N. 60-30 W., 85 feet to an iron pin at the intersection of Cold Springs Road and Boulder Road; running thence with said intersection, N. 16-27 W., 35.9 feet to an iron pin on Boulder Road; running thence with Boulder Road, N. 27-36 E., 117.8 feet to an iron pin, point of beginning.

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.

This is the identical property conveyed to the Mortgagors herein by deed of Lee H. Clippard and Merrily M. Clippard of even date to be recorded herewith.

which has the address of 117 Boulder Road, Rt. 10, Mauldin, South Carolina (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.

OCTO --- 10C2678 145

R.5001

4328 RV-2