

MORTGAGEES ADDRESS: P. O. Box 1268, Greenville, S.C. 29612

PLEASE MAIL

MORTGAGE

BOOK **1448** PAGE **669**

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FILED
GREENVILLE CO. S. C.
OCT 30 2 38 PM '78
JAMES S. TANNER, CLERK

THIS MORTGAGE is made this 26th day of October 1978., between the Mortgagor, Charles R. Burger (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 Five Thousand, Five Hundred, Twelve and 55/100ths 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, 1989;

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: constituting the northwesterly 200 feet of Lot No. 14 as shown on a plat of Property of J. Rowley Yown, recorded in Plat Book J at Pages 258 and 259 and being more specifically described on a Plat of Property of Charles R. Burger, prepared by Carolina Surveying Company, dated September 29, 1978 to be recorded of even date herewith. The subject property fronts on the southeasterly side of New Dunham Bridge Road, a total distance of 100 feet and runs back therefrom in parallel lines for a depth of 200 feet.

THIS is a portion of the property conveyed to the Mortgagor by deed of Lyndell G. Fowler and Carolyn Ann Fowler to be recorded of even date herewith.

STAMP: OCT 26 1978

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which has the address of Lot 14, New Dunham Bridge Rd., 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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