

FILED
GREENVILLE CO. S. C.
NOV 2 10 48 AM '76
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

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THIS MORTGAGE is made this 26 day of October, 1978, between the Mortgagor, Charles R. and Frances Ann. Rogers (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").

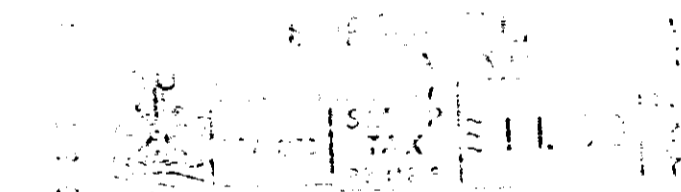
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Nine Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1998;

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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: being shown and designated as Lot 76 on plat of Map # 2, Cherokee Forest, recorded in Plat Book EE, Page 191, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Chasta Avenue and running thence S. 47-0 E., 175 feet to an iron pin; thence S. 43-0 W., 100 feet to an iron pin; thence N. 47-0 W., 175 feet to an iron pin on Chasta Avenue; thence with said Avenue N. 43-0 E., 100 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of Wilkins Norwood and Company, Inc. as recorded in the RMC Office for Greenville County in Deed Book 587, Page 169 dated November 5, 1957.



which has the address of 109 Chasta Avenue Greenville, South Carolina 29607 (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.

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