

\$35,000.00 - Interest Rate 10% - First Payment Due: January 1, 1979
Closing Date November 13, 1978

GREENVILLE CO. S.C.

BOOK 1449 PAGE 894

MORTGAGE

THIS MORTGAGE is made this 13th day of November 1978, between the Mortgagor, Edward Walther and Margaret F. Walther (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-Five Thousand and no/100ths (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (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, 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 with the buildings and improvements thereon, lying and being on the southeasterly side of Briar Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 101 on plat entitled "Map No. 5, Sugar Creek: as recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 6-H, at Page 2 and having according to a more recent survey entitled "Property of Edward Walther and Margaret F. Walther" dated November 9, 1978 prepared by H. C. Clarkson the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Briar Creek Road, said pin being the joint front corner of Lot Nos. 101 and 102 and running thence with the common line of said lots S. 54-40-38 E. 198.72 feet to an iron pin, the joint rear corner of Lot Nos. 101 and 102; thence S. 38-42-43 W 72.5 feet to an iron pin; thence S. 87-44 W. 48.5 feet to an iron pin, the joint rear corner of Lot Nos. 101 and 100; thence with the common line of said lots N. 57-26 W. 152.24 feet to an iron pin on the southeasterly side of Briar Creek Road; thence with the southeasterly side of Briar Creek Road N. 32-34 E. 54.35 feet to an iron pin; thence continuing with said road N. 33-56-41 E. 55 feet to an iron pin the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Cothran & Darby Builders, Inc. recorded in the Greenville County R. M. C. Office November 13, 1978 in Deed Book 1091 at Page 651.



which has the address of 217 Briar Creek Road, Sugar Creek, Greer, S. C. 29651 (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 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.

REC'D - NOV 13 1978 1/11

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