

# MORTGAGE

THIS MORTGAGE is made this 1st day of December, 1978, between the Mortgagor, Raymond A. Somers and Dorothy A. Somers (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").

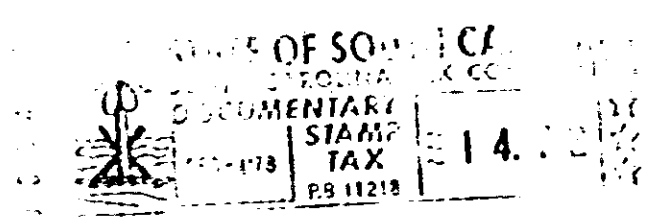
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six Thousand Seven Hundred Ninety-seven and 68/100 (\$36,797.68) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2001

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a 3.75 acre tract as shown on plat entitled "Property of Raymond A. Somers and Dorothy A. Somers" prepared by R. B. Bruce, dated November 21, 1978, recorded in Plat Book 6X, page 72, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the westerly side of North Parker Road, (New Poor House Road) joint front corner of property herein described and property now or formerly of Frances S. Shepard, which iron pin is located 1,423 feet from the intersection of North Parker Road (New Poor House Road) and Parker Road, and running thence N 89-36 W 352.6 feet to an old iron pin; thence turning and running N 3-00 W 49.85 feet to an old iron pin; thence turning and running N 33-58 W 420.4 feet to an old iron pin; thence turning and running S 83-30 E 597.8 feet to an old iron pin on the westerly side of North Parker Road (New Poor House Road); thence turning and running with the right of way of said Road S 0-40 W 333.3 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Robert C. Rogers and Jean A. Rogers to be recorded herewith.



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which has the address of Rt. 9 N. Parker Road, Greenville, South Carolina (herein "Property Address");  
[Street] [City] [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 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.

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