

UNRECORDED
101 East Washington St.
Greenville, S.C. 29600
9 40 AM '79
SCHEIDT & TINKERSLEY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this 5th day of April 1979, between the Mortgagor, Eugene C. Radford (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 Fifty-Three Thousand One Hundred Fifty and No/100 (\$53,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009;

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 55, of a subdivision known as Canebrake 1 as shown on plat thereof prepared by Erwright Associates dated August 18, 1975 and revised October 6, 1975 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5P, at Page 46 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Duquesne Drive, joint front corner of Lots 55 and 56 and running thence with the northwestern side of Duquesne Drive N 47-09 E a chord distance of 78.76 feet to an iron pin; thence continuing with Duquesne Drive as it intersects with Saratoga Drive N 5-28 W a chord distance of 33.8 feet to an iron pin on the southwestern side of Saratoga Drive; thence with said drive N 40-22 W, a chord distance of 107.09 feet to an iron pin at the rear corner of Lot No. 54; thence with the rear line of Lot No. 54 S 51-55 W 100 feet to an iron pin, joint rear corner of Lots 55 and 56; thence with the joint line of said lots S 41-11 E 141.88 feet to an iron pin at the point of beginning.

THIS being the same property conveyed unto the mortgagor by deed of Jim Vaughn Associates, a South Carolina Partnership, executed and recorded of even date herewith.

THIS conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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.

which has the address of Lot 55, Duquesne Drive Greer, South Carolina 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.

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