

FILED
GREENVILLE CO. S. C.

JUN 4 4 35 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

REC'D BY THE CLERK
MRS

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THIS MORTGAGE is made this 28th day of May 1979, between the Mortgagor, Dewey Allen Greene and Jeannie C. Greene (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-eight thousand, eight hundred and no/100ths (\$28,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 28, 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 June 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 piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Northwesterly side of Rice Street in the City of Greenville, South Carolina, being known and designated as the greatest portion of Lot No. 42 on a plat entitled "G.F. Cammer Property" recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L at page 115, and having according to a more recent survey entitled "Property of Dewey Allen Greene and Jeannie C. Greene" dated May 21, 1979, prepared by Charles F. Webb, Surveyor, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Rice Street said pin being the joint front corner of lots 42 and 43, and running thence with the common line of said lots N. 66-43 W. 190.2 feet to an iron pin, thence N. 35-07 E. 69.6 feet to an iron pin in line of lot no. 41, thence with the common line of lots 41 and 42 S. 66-43 E. 183.3 feet to an iron pin on the Northwesterly side of Rice Street, thence with the Northwesterly side of Rice Street S. 23-17 W. 68 feet to an iron pin, the point of the beginning.

AND being the same identical property conveyed unto the mortgagors herein by deed of William Wright Gaffney, Jr., dated May 28, 1979, recorded June 4, 1979, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1164 at page 37.

"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 104 Rice Street, Greenville, South Carolina (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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