FILED
GREENVILLE CO. S.C.
JUL 2 9 26 AM '79
DONNIE S. TANKERSLEY

1412 PAGE 10

MORTGAGE

THIS MORTGAGE is made this 29th day of June, 19 79, between the Mortgagor, Phillip R. Smith and Rosellen R. Smith (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 Thousand Three Hundred Fifty and no/100ths ($50,350.00)---------Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 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 July 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 on the southwesterly side of Yorktown (formerly known as Sampit) in the County of Greenville, State of South Carolina being shown and designated as Lot 83 on a plat entitled Powderhorn, Section 2, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6-H, Page 49 and also shown on a more recent plat thereof by James R. Freeland dated June 18, 1979 entitled "Property of Phillip R. Smith and Rosellen R. Smith" and having according to said more recent plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Yorktown at the joint front corner of Lots 84 and 83 and running thence with the common line of said lots, S. 29-19 W. 134.0 feet to an iron pin; thence N. 45-00 W. 7.0 feet to an iron pin; thence N. 60-00 W. 103.0 feet to an iron pin; thence N. 44-25 E. 145.32 feet along the common line of Lots 82 and 83 to an iron pin on the southwesterly side of Yorktown at the joint front corner of said lots; thence along the southwesterly side of Yorktown, S. 49-02 E. 52.9 feet to an iron pin and S. 64-19 E. 20.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of American Service Corporation of South Carolina to be recorded herewith.

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.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
20.16

which has the address of 104 Yorktown Drive, Simpsonville, S. C. 29681
[Street] [City]
(herein "Property Address");
[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 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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SOUTH CAROLINA—1 to 4 Family 6 75 FNMA/FHLMC UNIFORM INSTRUMENT