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DENNIS S. TAYLORSLEY  
R.M.C.

# MORTGAGE

Vol 1414 No 412

THIS MORTGAGE is made this 23rd day of July 1979, between the Mortgagor, Ralph Lee Garner, Jr. (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-Five Thousand and no/100ths (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 23, 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 August 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 2i 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 in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot No. 109 in Augusta Circle as shown on plat recorded in Plat Book F, at Page 23, R.M.C. Office for Greenville County; said property being shown on a more recent, accurate, plat entitled SURVEY FOR RALPH LEE GARNER, JR., by Enwright Associates, Inc., dated 7-18-79, and recorded in Plat Book 7-i, at Page 50, in the R.M.C. Office for Greenville County, S.C., said lot having according to more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of West Faris Road, front corner of Lots Nos. 109 and 110 and running thence with said road, N. 33-07 E. 51.46 feet to an iron pin in line of Lot No. 108; thence with the line of said lot, S. 71-59-22 E. 158.03 feet to an iron pin, rear corner of Lot No. 74; thence with the line of said lot, S. 21-21 W. 49.97 feet to an iron pin in line of Lot No. 110; thence with line of said lot, N. 71-55-06 W. 168.53 feet to the beginning corner.

This being the same property conveyed unto Ralph Lee Garner, Jr. by deed of Helen E. Goodwin, dated and recorded concurrently herewith.

In addition 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  
DOCUMENTARY STAMP  
\$ 10.00

which has the address of 217. W. Faris Road Greenville S.C. 29605 (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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