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GREENVILLE CO. S. C.
JUL 31 11 15 AM '79
DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 27th day of July 1979, between the Mortgagor, Pruitt A. Toole, 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 Seventy-six Thousand Four Hundred and no/100 (\$76,400) Dollars, which indebtedness is evidenced by Borrower's note dated July 27, 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 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, in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 4, on plat of HOLLY TREE PLANTATION, Phase No. II, Section 2, made by Piedmont Engineers and Architects, Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County in Plat Book 5-D at Pages 47 and 48, and according to said plat having the following metes and bounds to-wit:

BEGINNING at a point on the edge of Pecan Hill Drive, said point being the joint front corners of Lots No. 4 and 5, and running thence with said line of said lots S. 30-16 W. 232.10 feet to a point at the joint rear corner of said lots; thence with the line of said Lot No. 4, N. 42-36 W. 123.95 feet to a point; thence running N. 42-34 W. 46.05 feet to a point at the joint rear line of Lots No. 3 and 4; thence running with the line of said lots, N. 47-29 E. 180.10 to a point on the edge of Pecan Hill Drive; thence running along the edge of Pecan Hill Drive the following courses and distances: S. 59-00 E. 50.00 feet to a point; thence S. 68-00 E. 50.00 feet to a point; thence S. 79-00 E. 10.00 feet to the point of BEGINNING.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above-described property.

This being the same property conveyed to the Mortgagor herein by deed of ROSAMOND ENTERPRISES, INC. dated July 27, 1979, recorded in Mortgage Book 1108 at Page 197 in the Office of the RMC for Greenville County, South Carolina.

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

which has the address of Pecan Hill Drive, Mauldin, South Carolina 29662 (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 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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