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GREENVILLE, S. C.
MAY 30 11 35 PM '80
DOWNING & WILKINS
R.H.C.

MORTGAGE

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BOOK 1504 PAGE 286

1980
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THIS MORTGAGE is made this 30th day of May, 1980, between the Mortgagor, Karl H. Rost and Margret Rost

(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 Fifteen Thousand One Hundred Twenty Eight and 19/100 (\$15,128.19) Dollars, which indebtedness is evidenced by Borrower's note dated May 30, 1980 (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, 1987;

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 situate, lying and being on the Southern side of Edwards Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 20 as shown on a plat of BOTANY WOODS, SECTOR I, prepared by Piedmont Engineering Services, dated July, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "QQ", at page 78, and as shown on a plat prepared by Piedmont Engineering Service, dated March 23, 1961, entitled "REVISION OF LOTS 6, 7, and 19, BOTANY WOODS, SECTOR I", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "VV", at page 159, and having the following metes and bounds:*

BEGINNING at an iron pin on the Southern side of Edwards Road at the joint front corner of Lots Nos. 19 and 20 of Sector I, and running thence with the line of Lot No. 19 S. 3-24 E. 224.7 ft. to an iron pin in the line of Lot No. 6; thence with the line of Lot No. 6 S. 76-44 E. 35.9 ft. to an iron pin; thence with the rear line of Lot No. 5 N. 88-00 E. 125.1 feet to an iron pin at the joint rear corner of Lots Nos. 20 and 21; thence with the line of Lot No. 21 N. 5-40 W. 240.5 feet to an iron pin on the Southern side of Edwards Road; thence with the Southern side of Edwards Road S. 84-30 W. 57 feet to an iron pin; thence continuing with the Southern side of Edwards Road S. 86-30 W. 93 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Ruth P. Walker of even date to be recorded herewith in the R.M.C. Office for Greenville County.

As a part of the consideration for this conveyance the grantee agrees to assume and pay that certain mortgage executed by the grantors to Fidelity Federal Savings and Loan Association in the principal amount of \$34,800.00 recorded in the R.M.C. Office for Greenville County in Mortgage Book 899, at page 61, having a current balance of \$15,128.19.

*Metes and bounds description is according to plat of KARL H. ROST AND MARGRET B. ROST dated May 28, 1980 and recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 8B at Page 38, as prepared by Carolina Surveying Co.

which has the address of 1132 Edwards Road, Greenville, South Carolina 29615 (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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