

0977

\$35,000.00 - Interest Rate 10% - First Payment Due: January 1, 1979 39519  
Closing Date November 13, 1978

BOOK 1449 PAGE 894

# MORTGAGE

BOOK 70 PAGE 977

THIS MORTGAGE is made this 13th day of November 1978, between the Mortgagee Edward Walther and Margaret F. Walther (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 Thirty-Five Thousand and no/100ths (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2008.

Sothran & Hardy Builders, Inc. recorded in the Greenville County R. M. C. Office November 13, 1978 in Deed Book 1071 at Page 651.

RECORDED  
NOV 15 1978  
S.C. DEED BOOK 1449 PAGE 894

FILED AND REGISTERED IN THE  
OFFICE OF THE CLERK OF COURT  
GREENVILLE, SOUTH CAROLINA  
NOV 15 1978  
32156  
Edward Walther  
Margaret F. Walther  
Fidelity Federal Savings and Loan Association  
101 East Washington Street  
Greenville, South Carolina

which has the address of 217 Briar Creek Road, Sugar Creek, S.C. 29651 (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".

RECORDED  
NOV 15 1978

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.

SOUTH CAROLINA - 1 to 4 Family - 475 - FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION INSTRUMENT

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