

FILED
GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

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THIS MORTGAGE is made this 28th day of February 1979, between the Mortgagor, William S. Toussaint (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 Forty-Seven Thousand Four Hundred FIFTY & no/100 (\$47,450.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 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 March 1, 2009.

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.

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Donnie S. Tankersley
REC

William S. Toussaint
FIDELITY FEDERAL SAVINGS & LOAN ASSOC.
Harold Chapman
Henry J. ...

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which has the address of 44 Briarglen Place 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 sock, 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.

