

FILED
GREENVILLE CO. S. C.

JUN 28 10 01 AM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

40864
VOL 1471 PAGE 633

BOOK 74 PAGE 1691

THIS MORTGAGE is made this 27th day of June 1979, between the Mortgagor, Franklin Howard Roski and Vivian Marie M. Roski (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 Sixty Five Thousand Seven Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 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 June 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 State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 116 on plat of Devenger Place, Section 4, recorded in Plat Book 611 at page 24 and having the following courses and distances, according to said plat:

BEGINNING at an iron pin on Windward Way, joint front corner of Lots 115 and 116 and running thence with the joint line of said lots, N. 33-25 W. 150.0 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 116, N. 56-35 E. 110.15 feet to an iron pin, joint rear corner of Lots 116 and other property of Devenger Road Land Company; thence along Lot 116, S. 22-03 E. 153.0 feet to an iron pin on Windward Way; thence with Windward, S. 56-35 W. 80.0 feet to an iron pin, the point of beginning.

Being the same property conveyed by The Vista Co., Inc., by deed recorded herewith.

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 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.

which has the address of 509 Windward Way, Greer, S. C., 29651 (Street) (herein "Property Address"); (State and Zip Code)

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX STAMP
\$ 20.29
3861
AUG 10 1979
Latty J. ...
Donnie S. Tankersley

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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