

FILED  
GREENVILLE CO. S. C.  
DEC 4 10 02 AM '82  
DANNIE S. TANKERSLEY  
S.H.C.

MORTGAGE

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THIS MORTGAGE is made this 1st day of December 1978, between the Mortgagor, Raymond A. Somers and Dorothy A. Somers (herein "Borrower"), and the Mortgagor, 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-six Thousand Seven Hundred Ninety-seven and 68/100 (\$36,797.68) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 September 1, 2001 49.85 feet to an old iron pin; thence turning and running S 33-58 W 410.2 feet to an old iron pin; thence turning and running S 83-30 E 597.8 feet to an old iron pin on the westerly side of North Parker Road (New Poor House Road); thence turning and running with the right of way of said Road S 0-40 W 333.3 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Robert C. Rogers and Jean A. Rogers to be recorded herewith.

REC'D SEP 13 1982  
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which has the address of Rt. 9 N. Parker Road Greenville, South Carolina (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 noted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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