

1440-1002

MORTGAGE

THIS MORTGAGE is made this 8th day of August 1978 between the Mortgagor, James Claude Mixson, Jr. and Glenda S. Mixson (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 1268, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two Thousand Two Hundred and 00/100 (\$42,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 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, 2008.

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 tract or lot of land in the County of Greenville, shown as Lot No. 6 on plat of Hampshire Hills recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 44, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Keene Drive at the corner of Lot No. 5 and running thence along said Drive, S. 26-24 E. 120 feet to an iron pin; thence S. 63-36 W. 200 feet to an iron pin; thence N. 26-84 W. 120 feet to an iron pin; thence N. 63-36 E. 220 feet, more or less, to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Thomas L. Stevens and Louise C. Stevens, dated August 8, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1084, at Page 92c on August 8, 1978.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagors promise 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 mortgagors fail to pay it.

which has the address of Rt. 6, Keene Drive, Hampshire Hills, Travelers Rest, S. C. 29690 (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 seised 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.