

MORTGAGE

THIS MORTGAGE is made this 24th day of November 1978, between the Mortgagor, LARRY C. GOINS AND L. DIANNE GOINS (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 Nineteen Thousand, Eight Hundred and No/100 (\$19,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 24, 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

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville in Section 2 of Barbary Heights Subdivision and according to a plat of said Subdivision, which plat is recorded in Plat Book BBB, at Page 175, said lot is known and designated as Lot No. 36 and is more particularly described as follows, to-wit:

BEGINNING at a point on the West side of Rockview Court at the common corners of Lots 35 and 36; thence along the common boundary line of said Lots South 53-07 West 210.1 feet to a point on the line of Lot No. 37; thence along the common boundary line of Lots Nos. 36 and 37 North 7-44 West 106.7 feet to a point on Rockview Court; thence along Rockview Court the following courses and distances: North 19-43 East 45 feet, North 37-35 East 50 feet; South 88-22 East 65 feet, South 56-16 East 73 feet and South 37-00 East 20 feet to the point of BEGINNING.

Being the same property conveyed to James D. Alexander and Vickie D. Alexander by Deed of Contemporary Homes, Inc., dated March 10, 1972 and recorded in the RMC Office for Greenville County in Book 938 at Page 173.

"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."

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which has the address of Rt. 1, Box 36, Rockview Court, 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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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