

MORTGAGE

THIS MORTGAGE is made this 27th day of November 1978, between the Mortgagor, Robert D. Pettus, Jr. and Marilyn H. Pettus (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-Nine Thousand Seven Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 27, 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 piece, parcel or lot of land in the City of Mauldin, County of Greenville, State of South Carolina, situate, lying and being on the northeastern side of Stoney Creek Drive and being known and designated as Lot No. 87 on plat of FORRESTER WOODS Subdivision, Section 7, recorded in the RMC Office for Greenville County in Plat Book 5-P at Pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Stoney Creek Drive, joint front corner of Lots 86 and 87 and running thence S.72-16 E. 150 feet to an iron pin, joint rear corner of said Lots; running thence along the rear of Lot 87, S.17-48 W. 100 feet to an iron pin, joint rear corner of Lots 88 and 87; running thence N.72-19 W. 150 feet to an iron pin, joint front corner of said Lots, on the northeastern side of Stoney Creek Drive; running thence with the northeastern side of Stoney Creek Drive, N.17-48 E. 100 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Furman Cooper d/b/a Furman Cooper Builders recorded in the RMC Office for Greenville County on November 27, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.

"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 Stoney Creek Drive Mauldin South Carolina 29662 (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.

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