

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED
GREENVILLE CO. S. C.
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STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } S.S.
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CHERYL F. LAWSON, of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION,

a corporation

organized and existing under the laws of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY-SIX THOUSAND ONE HUNDRED FIFTY AND NO/100 -----Dollars (\$ 26,150.00), with interest from date at the rate of Seven & Three-Fourths per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, South Carolina,

or at such other place as the holder of the note may designate in writing, in monthly installments of ONE HUNDRED EIGHTY-SEVEN AND 50/100 -----Dollars (\$ 187.50), commencing on the first day of June, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2009

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the southwest side of Augusta Road, being shown as a portion of Lot No. 2 on Plat of Property of G. F. Cammer, made by R. E. Dalton, Engineer, February, 1923, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "L", at Page 115, and a more recent plat of Cheryl F. Lawson made by R. B. Bruce, RLS dated March 30, 1979, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Augusta Road at the joint front corner of Lots Nos. 1 and 2 and running thence along the southwest side of Augusta Road S. 36-48 E. 89-feet to an iron pin at the corner of Augusta Road and Cammer Avenue; thence along the northwest edge of Cammer Avenue S. 44-17 W. 183.1-feet to an iron pin at the corner of lot now or formerly of John M. Parker; thence along the Parker line N. 47-24 W. 87.9-feet to an iron pin in joint line of Lots Nos. 1 and 2; thence along the line of Lot No. 1 N. 44-17 E. 199.5-feet, more or less, to an iron pin on the southwest side of Augusta Road, the beginning corner.

This being the same property conveyed to the mortgagor by deed of Roy W. Chatman and Mary M. Chatman of even date herewith; and being conveyed to Roy W. Chatman and Mary M. Chatman by deed of Lona T. Long, recorded in Greenville County R.M.C. Office in Deed Book 941, at Page 477, on 4/21/72 together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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