

GREENVILLE CO. S.

1440

# MORTGAGE

THIS MORTGAGE is made this 31st day of July 1978, between the Mortgagor, William Talbot Carter and Janet A. McGrath Carter (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina whose address is Greenville South Carolina, 101 East Washington Street (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 August 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, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina at the northeastern corner of the intersection of Rockwood Drive and Frontus Street and being known and designated as Lot No. 68 on a plat of Rockwood Park recorded in the R.M.C. Office for Greenville County in Plat Book S at Pages 168 and 169 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Rockwood Drive at the joint corner of Lots Nos. 68 and 71 and running thence along said Drive, S. 44-56 W. 100.4 feet to an iron pin; thence continuing along said Drive, S. 48-16 W. 100 feet to an iron pin at the intersection of said Drive and Frontus Street; thence along the southeastern side of Frontus Street, N. 2-58 E. 234.5 feet to an iron pin; thence S. 54-08 E. 164.5 feet to the point of beginning.

The above described property is the same acquired by the Mortgagors by deed from Gordon D. Seay and Diane H. Seay recorded in the R.M.C. Office for Greenville County, South Carolina on August 1, 1978.

Fidelity Federal Savings & Loan Association  
101 East Washington Street  
Greenville, S. C. 29601

STAMP TAX \$14.00

which has the address of 144 Rockwood Drive Greenville,  
[Street] [City]  
S. C. 29605 (herein "Property Address");  
[State and Zip Code]

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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