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MORTGAGE

This form is used in connection with mortgages insured under the new Title Insurance provisions of the National Housing Act.

S.C.
1979
STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: WILLIAM H. GALBREATH AND CAROL R. GALBREATH
of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State 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-Eight Thousand, Five Hundred and No/100----- Dollars (\$ 28,500.00-----), with interest from date at the rate of eight----- per centum (3----- %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings and 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 Two Hundred Nine and 19/100----- Dollars (\$ 209.19-----), commencing on the first day of December, 19 79, 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 November, 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 tract of land in Greenville County, State of South Carolina, being located on the westerly side of S.C. Highway 14, and being shown on plat of property of William H. Galbreath and Carol R. Galbreath prepared by R. B. Bruce, R.L.S., dated October 25, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book 7-A, at Page 30, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S.C. Highway 14 at joint corner of property now or formerly of Frank B. and Brenda B. Foster and running thence with said Foster line S. 87-00 W. 167.8 feet to an iron pin; thence along property now or formerly of Essie Lee Bruce N. 3-33 E. 460 feet to a nail and cap in the center of S.C. Highway 14; thence with said center line of S.C. Highway 14 S. 20-40 E. 204 feet to a nail and cap; thence continuing with said center line of S. C. Highway 14 S. 14-30 E. 268 feet to the beginning corner, containing according to said plat 0.94 acres, more or less.

This being the same property conveyed to the mortgagors herein by deed of C. B. Herbree and Clara M. Herbree to be recorded herewith.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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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