

MORTGAGE

BOOK 1452 PAGE 774

THIS MORTGAGE is made this 12 day of December 1978, between the Mortgagor, H. J. MARTIN & JOE O. CHARPING (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 ONE HUNDRED THOUSAND (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 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 June 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 those lots of land in the county of Greenville, state of South Carolina, being known and designated as Lots 7, 8 and 9 as shown on plat of GOVERNORS SQUARE recorded in the RMC Office for Greenville County, S. C. in plat book 5 P page 8, and having according to said plat the following metes and bounds, to-wit:

LOT 7:

Beginning at an iron pin on the west side of Governors Court, the joint front corner of Lots 6 & 7, and running thence with the joint line of said lots S. 69-35 W. 156.7 feet to an iron pin; thence turning S. 7-24 E. 190.2 feet to an iron pin; thence turning N. 70-46 E. 90 feet to an iron pin, joint rear corner of lots 7 & 8; thence with the joint line of said lots N. 21-44 E. 189.3 feet to an iron pin in the turn-around of Governors Court; thence with said turn-around N. 40-54 W. 50 feet to the point of beginning.

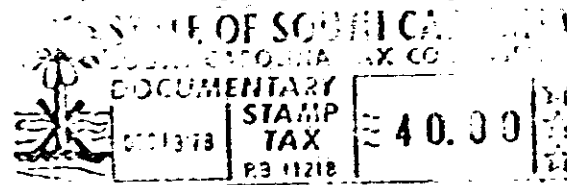
LOT 8:

Beginning at an iron pin on the south side of Governors Court, joint front corner of Lots 7 & 8; thence with the joint line of said lots S. 21-44 W. 189.3 feet to an iron pin; thence N. 70-46 E. 189.2 feet to an iron pin joint rear corner of Lots 8 and 9; thence with the joint line of said lots N. 25-48 W. 137 feet to an iron pin on the turn-around of Governor's Court; thence with said turn-around S. 78-48 W. 50 feet to the point of beginning.

LOT 9:

Beginning at an iron pin on the east side of the turn-around of Governors Court, the joint front corner of Lots 8 & 9; thence with the joint line of said lots S. 25-48 E. 157 feet to an iron pin; thence turning N. 70-41 E. 120 feet to an iron pin corner of lot 12; thence N. 22-23 W. 78 feet to an iron pin corner of lot 11; thence N. 56-34 W. 116.8 feet to an iron pin on the turn-around of Governors Court; thence with said turn-around S. 5-19 E. 80.9 feet to the point of beginning.

This is the same property conveyed to mortgagors by Dorothy J. Martin by deed dated Dec. 12'78 to be recorded herewith.



3 DE 15 78 1318

which has the address of Route # 4 Greer SC 29651 (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.

0775

4328 RV-2