

MORTGAGE

THIS MORTGAGE is made this 17th day of September, 1975, between the Mortgagor, James Eugene Looper

(herein "Borrower"), and the Mortgagee, Fidelity Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 101 East Washington St., Greenville, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand Four Hundred and No/100- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2005.

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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, on the southern side of Walker Road, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Walker Road at the northeast corner of property now or formerly owned by I. H. Philpot, and running thence with the line of said Philpot property, S. 2-00 E., 399 feet to an iron pin; thence, N. 29-00 E., 216.6 feet to an iron pin; thence, S. 46-00 E., 200 feet to a point; thence running in a northeasterly direction 368 feet to a point on the southern side of Walker Road; thence with the southern side of Walker Road, N. 86-20 W., 220 feet to an iron pin; thence continuing with the southern side of Walker Road, N. 86-20 W., 226 feet to the point of beginning.

See plat of a portion of the above property recorded in Deed Book 907 at page 216. The above described property is the same property acquired by the mortgagor by deeds recorded in Deed Book 1020 at page 886 and Deed Book 907 at page 215.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

9927

4328 RV-2