

Box 1268, Greenville, S. C. 29602

# MORTGAGE

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THIS MORTGAGE is made this 18th day of August 1978, between the Mortgagor, John W. Bryan and Cynthia A. Bryan (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings and Loan Association, a corporation organized and existing under the laws of the State 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 Fifty Thousand Eight Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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 September 1, 2008;

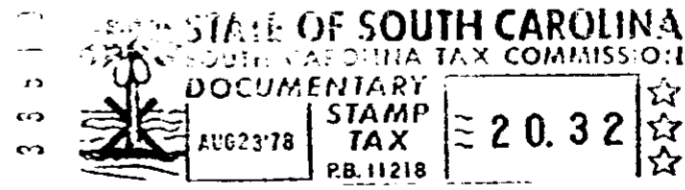
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lying in the State of South Carolina, County of Greenville, shown as Lot 9 on plat of Quail Ridge, Section One, recorded in Plat Book 5P at page 73 and having the following courses and distances:

BEGINNING at an iron pin on Phillips Lane, Joint front corner of Lots 8 and 9 and running thence with the joint line of said lots, N. 72-03 E. 180.5 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 9, S. 8-40 E. 60.7 feet to an iron pin; thence S. 35-18 W. 72 feet to an iron pin; thence along the joint line of Lot 9 and property of McCorkle, S. 73-37 W. 119.3 feet to an iron pin on Phillips Lane; thence along Phillips Lane, N. 14-25 W. 100 feet to an iron pin, the point of beginning.

Being the same property conveyed by Quail Ridge Properties, a joint venture consisting of Realtec Management, Inc. and John D. Patterson by deed recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original amount of this loan. The mortgagee may advance this premium and collect it as part of the debt secured hereby if the mortgagor fails to pay it.



which has the address of Phillips Lane, Greenville, South Carolina 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 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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