

Mortgagee's Address: 101 E. Washington Street, Greenville, South Carolina

1446 412

MORTGAGE

THIS MORTGAGE is made this 5th day of October 1978, between the Mortgagor, Robert M. Boyd and Cynthia S. Boyd (herein "Borrower"), and the Mortgagee, Fidelity Federal Savings and Loan Association, Greenville, a corporation organized and existing under the laws of South Carolina, whose address is 101 E. Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Seven Thousand Six Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 5, 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 November 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 certain piece, parcel or lot of land, situate, lying and being on the southeast side of Crosscreek Lane, in the County of Greenville, State of South Carolina, being shown and designated as Lot 37 on a Plat of Mountainbrooke Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4-F, at Page 47, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeast side of Crosscreek Lane at the joint front corner of Lots 36 and 37, and running thence with the common line of said lots, S. 48-00-50 E. 165 feet to an iron pin; thence N. 43-18-00 E. 164.61 feet to an iron pin; thence N. 74-37-40 W. 188.77 feet to an iron pin on Crosscreek Lane; thence with said Crosscreek Lane, S. 41-59-10 W. 80 feet to an iron pin, the point of beginning.

This is the same property conveyed to the borrowers herein by deed of Russell W. Hunt, Jr. and Cheryl A. Hunt recorded herewith in the RMC Office for Greenville County dated October 5, 1978.



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which has the address of 4801 Crosscreek Lane, Greenville, S. C. 29607 (Street) (City) (State and Zip Code) (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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