

FILED GREENVILLE CO. S. C. MORTGAGE

OCT 19 10 57 AM '78

DEWEE S. TANK

THIS MORTGAGE is made this 16th day of October 1978 between the Mortgagor, K. Wayne Moseley and Virginia G. Moseley (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").

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WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Three Thousand One Hundred and 00/100 (\$53,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 16, 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 October 1, 2008;

350 AM

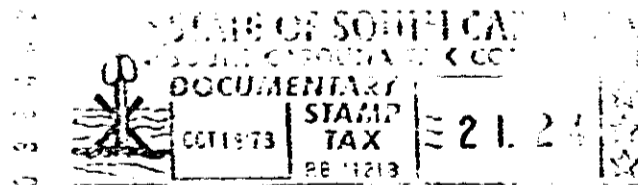
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the County of Greenville, State of South Carolina being known and designated as Lot 21 Pine Brook Forest Subdivision as shown on a plat thereof which Plat is recorded in the RMC Office for Greenville County in Plat Book 4X-48 and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the Southerly side of Cannon Circle at the joint front corner of Lots 20 and 21 and running thence with the common line of said Lots S. 16-35 E. 150 feet to an iron pin at the joint rear corner of said Lots; thence with the rear line of Lot 21 S. 73-25 W. 125 feet to an iron pin, the joint rear corner of Lots 21 and 22; thence with a common line of Lots 21 and 22 N. 16-35 W. 150 feet to an iron pin on the Southerly side of Cannon Circle at the joint front corner of Lots 21 and 22; thence with Cannon Circle N. 73-25 E. 125 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Rosamond Enterprises, Inc., dated October 16, 1978, which deed is to be recorded in the RMC Office for Greenville County.

The Mortgagee's mailing address is 101 East Washington Street, Greenville, South Carolina.



which has the address of Lot 21 Cannon Circle Greenville, South Carolina 29607 (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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