

MORTGAGE

THIS MORTGAGE is made this 11th day of January, 1979 between the Mortgagor, **WILLIAM O. SPEDAS** (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 **---Thirty Six Thousand Five Hundred Seventy Five and No/100---** Dollars, which indebtedness is evidenced by Borrower's note dated **January 11, 1979** (herein "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **July 1, 2009**

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: **being known and designated as Dover Townhouse Unit 46-A, Horizontal Property Regime, as is more fully described in Master Deed dated April 28, 1978 and recorded in the REC Office for Greenville County in Deed Book 1078, Pages 13-43, survey and plot plan of said property being a part of Master Deed referred to above.**

This is the same property conveyed to the Mortgagor herein by deed of Governor's Square Associates, a General Partnership, recorded in the REC Office for Greenville County, South Carolina simultaneously 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 principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."

which has the address of **Unit 46-A, Dover Townhouses** **Taylors,** S. C. **29687** (herein "Property Address") (state and ZIP Code)

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 therein 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 and all claims, judgments or restrictions listed in a schedule of exceptions to coverage in an title insurance policy issued by Lender in connection with the Property.