

FILED  
GREENVILLE, CO. S. C.

JAN 29 4 24 PM '79

# MORTGAGE

1436 241

DONNIE S. TANKERSLEY  
R.H.C.

29

January

THIS MORTGAGE is made this ..... day of .....  
1979 between the Mortgagor, LOYD E. EVANS AND BARBARA J. EVANS  
(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 Forty Thousand Three Hundred Seventy  
Five and 00/100 (\$40,375.00) Dollars, which indebtedness is evidenced by Borrower's note  
dated January 29, 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 February 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:

ALL that certain piece, parcel or lot of land located in the County of  
Greenville, State of South Carolina, and being known and designated as Lot No. 36 of  
"Property of Wm. R. Timmons, Jr." according to a plat recorded in the R.H.C. Office  
for Greenville County in Plat Book MM at Page 127, and having, according to a more  
recent plat entitled "Property of Loyd E. Evans and Barbara J. Evans" by Freeland and  
Associates, dated January 23, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Salem Court at the joint  
front corner of Lots 35 and 36 and running thence with the line of Lot 35, S. 55-14  
E. 193.56 feet to an iron pin; thence S. 20-48 W. 147.60 feet to an iron pin; thence  
S. 65-13 W. 72.5 feet to an iron pin on the Northern edge of Penarth Drive; thence  
with Penarth Drive, N. 31-07 W. 161 feet to an iron pin at the intersection of Salem  
Court and Penarth Drive; thence with the curvature of the intersection of Salem Court  
and Penarth Drive, the chord of which is N. 1-40 E. 83.52 feet to an iron pin on the  
Eastern edge of Salem Court; thence with Salem Court, N. 34-52 E. 70 feet to an iron  
pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Walter  
B. Watson and Sara E. Watson, said deed being dated of even date and recorded in the  
R.H.C. Office for Greenville County in Deed Book 1296 at Page 182.

In addition to and together with the monthly payments of principal and interest  
under the terms of the Note secured hereby, the Mortgagors promise 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 there-  
after 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  
Mortgagors fail to pay it.

121 Salem Court, Greenville, South Carolina  
which has the address of .....  
(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 improve-  
ments 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 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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