

FILED
GREENVILLE CO. S. C.

JAN 30 10 30 AM '79

MORTGAGE

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 29th day of January 1979 between the Mortgagor, D. Rodney Holcombe and Ruby H. Holcombe (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 Three Thousand, Seven Hundred and no/100 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the eastern side of Delmar Drive, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 43 on a plat of BRENTWOOD SECTION II made by Piedmont Engineers & Architects dated May 1972 recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-R at page 5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Delmar Drive at the joint front corners of Lots Nos. 44 and 43; and running thence along the common line of said lots, N. 54-00 E., 154 feet to an iron pin; thence N. 36-00 W., 110 feet to an iron pin; thence along the common line of Lots Nos. 42 and 43, S. 54-00 W., 154 feet to an iron pin on Delmar Drive; thence along the eastern side of said Drive, S. 36-00 E., 110 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Rackley, Builder - Developer, Inc., to be recorded herewith.

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 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 mortgagors fail to pay it.

C10
JAN 30 79

which has the address of 107 Delmar Drive, Simpsonville, South Carolina 29681 (herein "Property Address").

008

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 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, assignments or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1
B 6 2 0

4328 MV.2