MORTGAGE

HAY 8 12 06 PH '79 DONNIE S. TANKERSLEY R.M.C.

THIS MORTGAGE is made this.

2nd day of May VCL 1400 FAGE 715

19.79, between the Mortgagor, Thomas T. Bartosiak

(herein "Borrower"), and the Mortgagee,

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SQUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-five Thousand Seven Hundred Fifty and No/100---Dollars, which indebtedness is evidenced by Borrower's note dated. May 2, 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 May 1, 2009.

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina being shown and designated as Lot #6 on a plat of HOLLY TREE PLANTATION, PHASE NO. II, SECTION 2 and made by Piedmont Engineers and Surveyors dated January 10, 1974, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D at page 47 and having, according to a recent plat of property of Thomas T. Bartosiak, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Maple Rock Court at the joint front corner of lots 6 and 7 and running thence with the joint line of said lots S. 9-55 W. 166.10 feet to an old iron pin; thence N. 42-36 W. 293.8 feet to an old iron pin at the joint rear corner of lots 5 and 6; thence with the joint line of said lots N. 72 E. 209.15 feet to an old iron pin on the southwestern side of Maple Court; thence with the southwestern side of Maple Rock Court the following metes and bounds, to-wit: S. 16-23 E. 50.97 feet to an old iron pin; thence S. 23-15 W. 16.52 feet to an iron pin; thence S. 3-39 E. 30.0 feet to an iron pin; thence S. 38-50 E. 30.0 feet to an iron pin, the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Foothills Delta P., Inc. of even date, 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 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 with 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. (over) which has the address of .103 Maple Rock Court, Simpsonville

S.C. 29681 (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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