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GREENVILLE CO. S. C.  
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DONNIE S. TANKERSLEY

VOL 1403 PAGE 011

# MORTGAGE

THIS MORTGAGE is made this 1 day of June 19 79, between the Mortgagor, Marvin N. Caldwell and Margaret C. Caldwell (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 Seventy-Two Thousand and 00/100 (\$72,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 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;

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 on the southern side of Burns Road near the City of Greenville and being known and designated as the property of Marvin N. Caldwell and Margaret C. Caldwell on a plat made by Freeland & Associates dated May 23, 1979, containing 6.186 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Burns Road at the joint corner of this tract and property now or formerly owned by J. M. Johnson and running thence with the center line of Burns Road S. 36-10 E. 273.9 feet to a spike; thence continuing with Burns Road S. 44-36 E. 112.5 feet to a nail and cap; thence continuing with Burns Road S. 65-36 E. 610.3 feet to a nail and cap; thence turning and running with the joint line of the property of the Grantors and property now or formerly owned by A. C. Burns S. 05-43 E. 134.7 feet to an iron pin; thence continuing S. 05-57 W. 112.4 feet to an iron pin; thence continuing S. 35-37 W. 206.6 feet to an iron pin; thence turning and running with the joint line of the property of the Grantors and property now or formerly owned by L. J. Cox N. 11-00 W. 216.8 feet to an old stone and iron pin; thence continuing N. 71-30 W. 571.3 feet to an old stone and iron pin; thence turning and running with the joint line of property of the Grantors herein and property now or formerly owned by J. M. Johnson N. 15-15 W. 546.5 feet to an iron pin; thence N. 46-10 E. 67.9 feet to the nail and cap at the point of beginning.

The above-described property is the same acquired by the Mortgagors by deed from Jack A. Burgess, Jr. and Maria Julia A. Burgess dated June 1, 1979, said deed 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 which has the address of Route 1; Burns Road; Travelers Rest, -- CONTINUED--

South Carolina 29690 (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 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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