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AUG 23 PM '79  
M. C. WARSLEY

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# MORTGAGE

THIS MORTGAGE is made this 14th day of August, 1979, between the Mortgagor, ROBERT B. ROGERS, (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 Twenty Six Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 14, 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 August 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, Township of Greenville, State of South Carolina: on the southeast side of Sevier Street near the Augusta Road, and being known and designated as Lot No. 5 on Plat recorded in Plat Book G, Page 246, R.M.C. Office for Greenville County and being more particularly described as follows:

BEGINNING at an iron pin on Sevier Street, joint corner of Lots Nos. 5 and 6, and running S. 57-20 E., 188.2 feet; thence S. 21-23 W., 61.17 feet to an iron pin, rear joint corner of Lots Nos. 4 and 5; thence with line of Lot No. 4 N. 57-20 E., 200.1 feet to an iron pin on Sevier Street; thence with Sevier Street N. 32-40 E., 60 feet to the beginning corner.

This is the same property conveyed to the mortgagor and David League Rogers by deed of Carrie Reynolds Rogers recorded in the R.M.C. Office for Greenville County on February 27, 1979, in Deed Book 1097, Page 507. David League Rogers conveyed his one-half interest in this property to mortgagor by deed recorded in the R.M.C. Office for Greenville County on August 23, 1979, in Deed Book 1149, Page 947.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

which has the address of 19 Sevier Street Greenville  
[Street] [City]  
South Carolina (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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