

Mortgagee's mailing address: P. O. Box 1268, Greenville, S. C. 29602

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MORTGAGE

GREENVILLE
SEP 10 10 22 AM '79
S.C.

THIS MORTGAGE is made this 7th day of September 1979, between the Mortgagor, Frank Torres and Myrna Helen Torres (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").

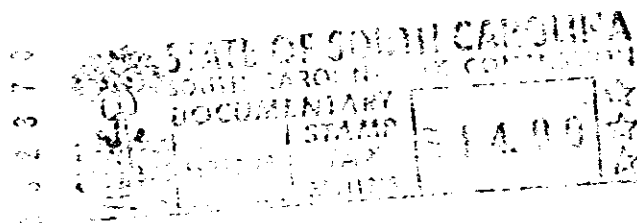
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 7, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 in Greenville Township, Greenville County, State of South Carolina, on the West side of the Augusta Road, near the City of Greenville, being shown as Lot No. 5 on plat of property of G. F. Cammer made by R. E. Dalton, C. E., in February, 1923, recorded in the RMC Office for Greenville County, S. C., in Plat Book I at Page 108, and described as follows:

BEGINNING at a stake on the West side of the Augusta Road, 182 feet South from Franklin Street, at corner of Lot No. 4, and running thence with the line of said lot, S. 53-33 W. 274 feet to an iron pin in the line of Lot No. 16; thence with the line of said lot, S. 36-24 E. 85 feet to an iron pin, corner of Lot No. 6; thence with the line of said lot, N. 53-33 E. 273.7 feet to an iron pin on the Augusta Road; thence with the western side of the Augusta Road, N. 36-11 W. 85 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of Maud Sherman Owen, of even date, to be recorded herewith.



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which has the address of 2708 Augusta Road Greenville, South Carolina 29605 (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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