

FILED  
MAR 11 8 55 AM '80  
SOUTH CAROLINA

# MORTGAGE

THIS MORTGAGE is made this 17th day of MARCH 1980, between the Mortgagor, H. J. MARTIN & JOE O. CHARPING (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 FORTY FOUR THOUSAND (\$44,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 17, 1980 (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, 2010.

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 situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 46 shown on a plat of the subdivision of WINDSOR OAKS, Sec. 2, recorded in the RMC Office for Greenville County in plat book 7 C page 13, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Wiltshire Court, the joint front corner of Lots 46 & 47, and running thence with the joint line of said lots S. 18-43 E. 98.42 feet to an iron pin; thence turning S. 75-03 W. 75.5 feet to an iron pin; thence continuing S. 75-00 W. 109 feet to an iron pin; thence continuing S. 80-45 W. 60 feet to an iron pin joint rear corner of Lots 45 & 46; thence with the joint line of said lots N. 46-46 E. 213.35 feet to an iron pin on the southwestern side of Wiltshire Court; thence with said street the chord of which is N. 84-50 E. 50.61 feet to an iron pin, the point of beginning.

This is the same lot conveyed to mortgagors by Windsor Group, Inc. by deed of even date herewith, to be recorded simultaneously with this mortgage.

RECORDED IN THE OFFICE OF THE CLERK OF COURTS  
GREENVILLE, SOUTH CAROLINA  
MARCH 17 1980  
STAMP

which has the address of lot 46 Wiltshire Court, WINDSOR OAKS, Sec. 2, TAYLORS, SC 29687 (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 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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