

FILED
GREENVILLE CO. S. C.

FEB 15 2 46 PM '79

MORTGAGE

1451 672

J. P. S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 15th day of February 1979, between the Mortgagor, Herbert San Miguel (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 One Thousand Eight Hundred (\$31,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 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 February 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 lot of land with the building and improvements thereon situate on the South side of Waters Avenue in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 18 on a plat of Pickwick Heights, made by Dalton and Neves, Engineers, March 1950, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book X, page 141, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the South side of Waters Avenue, joint front corner of Lots 18 and 19, and running thence with the line of Lot 19, S. 24-53 E., 131.5 feet to an iron pin; thence N. 65-07 E., 70 feet to an iron pin; thence with the line of Lot 17, N. 24-53 W., 131.5 feet to an iron pin on the South side of Waters Avenue; thence, along the South side of Waters Avenue, S. 65-07 W., 70 feet to the beginning corner.

This conveyance is subject to all restrictions, set back lines, roadways, easements and rights of way, if any, affecting the above described property.

This being the same property conveyed to the mortgagor herein by Deed of Robert D. Pettus, Jr., bearing even date herewith, and recorded in the R.M.C. Office for Greenville County in Deed Book 1096 at page 988.

"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 will 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. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."

which has the address of 34 Waters Avenue 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 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.

67290

4323 RV-2