

1442 PAS: 842

MORTGAGE

THIS MORTGAGE is made this 31 day of August 19.78, between the Mortgagor, JERRY PEDEN and INEZ G. PEDEN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 101 E. Washington Street, Greenville, SC (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND FIVE HUNDRED and FIFTY and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1978 (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, 2008

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 in the county of Greenville, state of South Carolina, being known and designated as Lot No. 53, as shown on plat of Canterbury Section II prepared by Heaner Engineering January 18, 1978 recorded in plat book 6-H page 22, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin on the northern side of Prioress Place, the joint front corner of Lots 51 & 53, and running thence with the joint line of said lots N. 06-11-30 E. 126.05 feet to an iron pin, the joint rear corner of Lots 51 & 53; thence N. 75-42 W. 108.73 feet to an iron pin the joint rear corner of Lots 53 & 54; thence with the joint line of said lots S. 14-17-57 W. 130 feet to an iron pin on the south side of Prioress Place, the joint front corner of Lots 53 & 54; thence with the north side of Prioress Place S. 79-45-16 E. 53 feet to an iron pin; thence continuing with the north side of Prioress Place S. 79-45-16 E. 73.69 feet to an iron pin the point of beginning.

THIS is the same property conveyed to mortgagor by Fortis Enterprises, Inc. by deed of even date herewith, to be recorded.

"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 fail to pay it."

MORTGAGEE's address: PO Box 1268
Greenville, S. C. 29602

which has the address of Route 4, Prioress Place, Piedmont, S.C. 29673 (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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