

GREENVILLE CO. S. C.

BOOK 1444 PAGE 318

SEP 15 3 44 PM '78

GENIE S. TANKERSLEY

MORTGAGE

THIS MORTGAGE is made this 15th day of September 1978, between the Mortgagor, James C. Martin, Peggy G. Martin, and Bernice a. Martin (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").

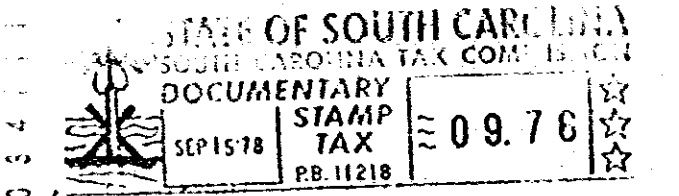
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Four Thousand Four Hundred and no/100ths (\$24,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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:

Unit No. 21, Knoxbury Terrace Condominium Community, Horizontal Property Regime, situate on the southern side of Knoxbury Terrace in the County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium dated May 1, 1978, recorded in the R.M.C. Office for Greenville County in Deed Book 1078 at Page 782, as the same has been or may be amended from time to time.

The within conveyance is made subject to the reservations, restrictions and limitations on use of the above described premises and all covenants and obligations set forth in the aforesaid Master Deed and Declaration of Condominium dated May 1, 1978, recorded in said R.M.C. Office in Deed Book 1078 at Page 708, with all amendments thereto, and as set forth in the By-Laws of Knoxbury Terrace Homeowners Association, Inc. attached thereto as amended and as the same may hereafter from time to time be amended; all of said reservations, agreements, obligations, conditions and provisions are incorporated in the within deed by reference and constitute covenants running with the land, equitable servitudes and liens to the extent set forth in said documents and as provided by law, all of which are hereby accepted by the grantees herein and their heirs, administrators, executors, successors and assigns.

This is a portion of the property conveyed to the grantor herein by deed of R. B. Landers dated February 22, 1978, recorded in said R.M.C. Office in Deed Book 1074 at Page 128 on February 23, 1978, and by deed of Thomas D. Walker, et al., dated January 23, 1978, and recorded in said R.M.C. Office in Deed Book 1074 at Page 129 on February 23, 1978.



which has the address of Unit 21, Knoxbury Terrace, Greenville, South Carolina 29601 (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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