

FILED
GREENVILLE CO. S.C.
ST 2 3 30 PM '78
DORRIS B. TAYLOR
R.M.C.

MORTGAGE

BOOK 1445 PAGE 980

THIS MORTGAGE is made this 29th day of September 1978, between the Mortgagor, Vinson David Horne, Jr. and Lynn P. Horne (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 Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 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:

ALL that lot of land with the buildings and improvements thereon, situate on the west side of Agewood Drive, in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 435, Section V, Sheet Two on Plat of Westwood Subdivision made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-X, Page 63, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the west side of Agewood Drive at the joint corner of Lots 435 and 436 and runs thence along the line of Lot 436 N. 87-09 W. 140 feet to an iron pin; thence S. 2-50 W. 86 feet to an iron pin; thence along the line of Lot 434 S. 87-09 E. 140 feet to an iron pin on the west side of Agewood Drive; thence along Agewood Drive N. 2-50 E. 86 feet to the beginning corner.

This conveyance is subject to all restrictions, zoning ordinances, easements and rights-of-way of record, affecting the above described property. Particular reference is made to the recorded plat for a 10 foot drainage easement along the north side of said lot. This being same property conveyed to the Mortgagors 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 fails to pay it."

OFFICE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
12.00

which has the address of 206 Agewood St., Westwood Simpsonville
[Street] [City]
South Carolina 2968 (herein "Property Address");
[State and Zip Code]

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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