

FILED
GREENVILLE CO. S. C.
APR 6 4 16 PM '79
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

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THIS MORTGAGE is made this 6th day of April, 1979, between the Mortgagor, ROGER H. PHILLIPS AND LINDA S. PHILLIPS (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").

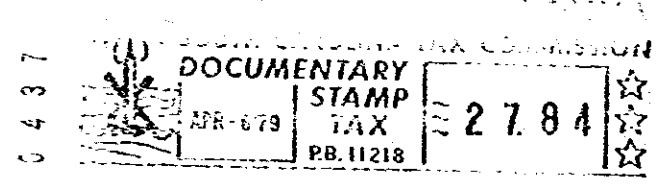
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-nine Thousand Six Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 6th, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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, with all buildings and improvements thereon, situate, lying and being on the western side of Terra Court, in Greenville County, South Carolina, being known and designated as Lot No. 6 on a plat entitled TERRA COURT, made by Campbell & Clarkson, Surveyors, Inc., dated May 18, 1978, recorded in the RMC Office for Greenville County, S. C., in Plat Book 6-H at page 60, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Terra Court at the joint front corner of Lots Nos. 6 and 7 and running thence along the common line of said lots, S. 83-27 W., 213.5 feet to an iron pin; thence along the common line of Lots Nos. 6 and 8, N. 19-30 W., 20 feet to an iron pin; thence N. 35-00 E., 189.8 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence along the common line of said lots, S. 76-23 E., 142.2 feet to an iron pin on the western side of Terra Court; thence along the western side of Terra Court, S.15-03 W., 90 feet to an iron pin; thence with the curve of the western side of Terra Court, the chord of which is S. 9-20 W., 30 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the Mortgagors by deed of H. J. Martin and Joe O. Charping to be recorded simultaneously herewith.



which has the address of Lot 6, Terra Court Greenville, South Carolina (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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