

FILED GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 11 th day of May 19.79., between the Mortgagor, Dennis R. and Rita F. Jones

(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-five Thousand Nine Hundred and No/100 (35,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number 18 of Property of Central Realty Corporation according to plat of record in the R.M.C. Office for Greenville County in Plat Book EEE at Page 108, and having the following metes and bounds, to-wit:

BEGINNING at point on the Eastern side of Penarth Drive at the joint front corner of Lots 17 and 18 and running thence with the front corner of Lots 18 and 19; thence N 60-04 E 170 feet to a point at the joint rear corner of Lots 18 and 19; thence S 29-56 E 95 feet to a point at the joint rear corner of Lots 17 and 18; thence S 60-04 W 170 feet to a point on the Eastern side of Penarth Drive at the point of BEGINNING.

This deed is executed subject to existing and recorded restrictions and rights of way.

This being the same property conveyed unto Mortgagor by deed from Lamar D. Delaney and Sylvia B. Delaney recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1103 at page 44 and recorded on the 22 day of May, 1979.

This property is conveyed subject to all liens, easements, rights of way, and appurtenances of public record.

"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 409 Penarth Drive 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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