

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 2nd day of July 1979, between the Mortgagor, Richard G. Bergmann and Marie C. Bergmann (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").

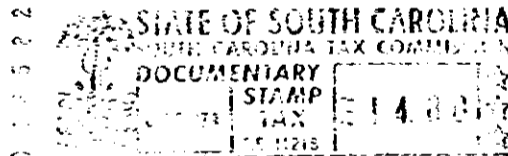
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven thousand (\$37,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 2, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1st, 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 piece, parcel or lot of land situate, lying and being on the northern side of the cul-de-sac of Brandon Court, in the City of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 65 on Plat of Powderhorn, Section I, prepared by Piedmont Engineers and Architects, dated July 26, 1973, recorded in Plat Book 4-X at Page 95 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northern side of the cul-de-sac of Brandon Court at the joint front corner of Lots 65 and 66 and running thence along the common line of said lots N. 52-03 W. 150 feet to an iron pin at the joint rear corner of said lots; thence N. 72-09 E. 157.7 feet to an iron pin at the joint rear corner of Lots 64 and 65; thence along the common line of said lots S. 02-55 E. 110 feet to an iron pin at the joint front corner of said lots on the northern side of the cul-de-sac of Brandon Court; thence along said cul-de-sac S. 65-15 W. 25 feet; thence continuing along said cul-de-sac S. 36-02 W. 25 feet to an iron pin, the point of beginning.

DERIVATION: Deed of American Service Corporation, recorded July 2, 1979, in Deed Book 1105 at Page 964



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which has the address of Lot 65 Brandon Court, Powderhorn S/D, Greenville County, (Street) (City)
S. C. (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 noted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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