

FILED
GREENVILLE, S. C.
AUG 21 2 11 PM '79
DENNY W. WILKINS
R.M.C.

1417-132

MORTGAGE

THIS MORTGAGE is made this 20th day of August 1979, between the Mortgagor, John Shepherd and Dianne B. Shepherd (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 FIFTY FOUR THOUSAND ONE HUNDRED AND NO/100 (\$54,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 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

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 improvements thereon or hereafter constructed thereon, situate, lying and being on the south-western corner of the intersection of Huntscroft Lane and Mellyn Street in the County of Greenville, State of South Carolina, being shown and designated as Lot 59 on Plat of Hazelwood, Section 3, Prepared by Dalton and Neeves Company Engineers, dated October 1973, recorded in Plat Book 5D at Page 26 and being described more particularly according to said Plat, to-wit:

BEGINNING at an iron pin on the southwestern side of Huntscroft Lane at the joint front corner of Lots 59 and 60 and running thence along said lane S. 77-52 E. 78 feet to an iron pin; thence N. 89-16 E. 78.5 feet to an iron pin at the southwestern corner of the intersection of said Lane and Mellyn Street; thence along said intersection, the cord of which is S. 52-24 E. 35.4 feet to an iron pin on the western side of Mellyn Street; thence along said Street S. 7-24 E. 240 feet to an iron pin at the north-western corner of the intersection of said Street and Emily Lane; thence along said intersection the cord of which is S. 57-01 W. 57.6 feet; thence N. 71-42 W. 247.3 feet to an iron pin the joint rear corner of Lots 59 and 60; thence along the common line of said lots N. 16-53 E. 238.9 feet to an iron pin the joint front corner of said lots, the point of beginning.

DERIVATION: Deed of Joseph M. Robinson and Eva H. Robinson recorded August 21, 1979 in Deed Book 1109 at Page 809. 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 9 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.

Lot No. 59, Huntscroft Lane, Hazelwood Subdivision
which has the address of _____, _____
[Street] [City]
Piedmont, S. C. 29673 (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 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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