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GREENVILLE CO. S.C.  
AUG 27 11 01 AM '80  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1512 PAGE 820

# MORTGAGE

THIS MORTGAGE is made this 27th day of August 1980, between the Mortgagor, Robert M. Smith (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-five Thousand, Eight Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 1980 (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, 2010

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 southeastern corner of the intersection of Bridle Path Lane with Eagle Ridge Lane in Greenville County, South Carolina, being known and designated as Lot No. 8 as shown on a plat entitled MOUNTAINBROOKE prepared by Robert E. Rembert, dated September 24, 1974, recorded in Plat Book 4-X at page 84 in the RMC Office for Greenville County, S.C. and having according to a more recent survey thereof entitled PROPERTY OF ROBERT M. SMITH made by Freeland & Associates dated August 21, 1980, recorded in the RMC Office for Greenville County in Plat Book 8-D at page 82 the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Bridle Path Lane at the joint front corner of Lots Nos. 7 and 8 and running thence along the eastern side of Bridle Path Lane, N. 1-03 E., 90.2 feet to an iron pin; thence with the curve of the eastern side of Bridle Path Lane, the chord of which is N. 19-38 E., 80.8 feet to an iron pin; thence with the curve of the intersection of Bridle Path Lane with Eagle Ridge Lane, the chord of which is N. 79-21 E., 36.5 feet to an iron pin; thence with the curve of the southern side of Eagle Ridge Lane, the chord of which is S. 69-08 E., 51.8 feet to an iron pin at the joint corner of Lots Nos. 8 and 9; thence with the common line of said lots, S. 5-04 W., 158.2 feet to an iron pin in the line of Lot No. 7; thence along the common line of Lots Nos. 7 and 8, N. 88-57 W., 100.0 feet to an iron pin on the eastern side of Bridle Path Lane, the point of beginning.

The above property is the same property conveyed to the mortgagor by deed of Norma Faye H. Wiggins to be recorded herewith.

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 4907 Bridle Path Lane, Greenville, South Carolina 29615 (Street) (City)  
(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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