

FILED  
GREENVILLE CO. S. C.

BOOK 1445 PAGE 707

# MORTGAGE

THIS MORTGAGE is made this 28th day of September 1978, between the Mortgagor, E. Jack 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 Six Hundred and 00/100 (\$35,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Dover Townhouse No. 43-B Horizontal Property Regime as is more fully described in Master Deed dated August 30, 1978, and recorded September 6, 1978 in the RMC Office for Greenville County, S.C. in Deed Volume 1086 at Page 778 through 808 inclusive, survey and plat plan of said property being a part of the Master Deed referred to above.

This is the same property conveyed to the mortgagor herein by deed of Governors Square Associates, a partnership, dated September 28, 1978, and filed September 29, 1978 in Deed Book 1088 at Page 845.

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.

The within conveyance is made subject to the reservations, restrictions and limitations on use of the above described premises and all covenants and obligations set forth in the aforesaid Master Deed, with all amendments which may be added hereinafter from time to time. All of said reservations, agreements, obligations, conditions and provisions are incorporated in this deed by reference and constitute covenants running with the land, equitable servitudes and liens to the extent set forth in said documents and as provided by law.

which has the address of 12 Dover Drive, Taylors, South Carolina 29687 (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 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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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