

GREENVILLE CO. S.C.  
115 11/15/78  
RECORDED

# MORTGAGE

THIS MORTGAGE is made this 15th day of November 1978, between the Mortgagor, Robert M. Ross and Helen H. Ross (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 Ninety Thousand and no/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 November 1, 2008.

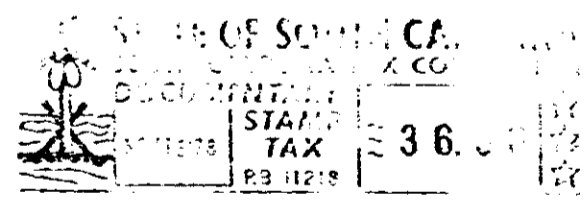
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina on the southwestern side of Chapman Road and being known and designated as Lot 145 of Chanticleer, Section IV, Part Two, as shown on a plat of said subdivision prepared by Webb Surveying & Mapping Co. dated December 3, 1969, recorded in the R.M.C. Office for Greenville County in Plat Book 4-F at page 20, and having the following metes and bounds according to a more recent plat entitled "Property of Robert M. Ross & Helen H. Ross" prepared by Webb Surveying & Mapping Co., dated October, 1978:

BEGINNING at an iron pin on the southwestern side of Chapman Road at the joint front corner of lots 145 and 146, and running thence with the line of lot 146, S. 65-48 W. 132 feet to an old iron pin; thence with the line of lot 171, N. 35-32 W. 180 feet to an old iron pin on the southeastern side of Garden Trail; thence with the southeastern side of Garden Trail, N. 61-20 E. 75 feet to an old iron pin; thence continuing with the southeastern side of Garden Trail, N. 71-50 E. 74.4 feet to an iron pin; thence with the southwestern side of the intersection of Chapman Road and Garden Trail, S. 62-54 E. 35.2 feet to a point on the southwestern side of Chapman Road; thence with the southwestern side of Chapman Road, S. 18-42 E. 54 feet to an old iron pin; thence continuing with the southwestern side of Chapman Road, S. 24-42 E. 94 feet to the point of beginning.

For deed into mortgagor see deed from Charlotte K. Luthi dated November 10, 1978, and recorded herewith.

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which has the address of 200 Chapman Road Greenville, S. C. 29605 (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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