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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 30th day of May 1979, between the Mortgagor, J. Keith Brooks and Kerry P. Brooks (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-nine thousand four hundred and No/100ths (\$39,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 30, 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 May 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 Merrywood Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 107 on Plat of Thornwood Acres, dated April 1959, prepared by J. Mac Richardson, RLS, recorded in Plat Book MM at Page 105 and by a more recent plat entitled Property of J. Keith Brooks and Kerry P. Brooks, prepared by Freeland and Associates, dated May 30, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7F at Page 70, and being described more particularly, according to said plats, to-wit:

BEGINNING at an iron pin on the northern side of Merrywood Drive at the joint front corner of Lots 106 and 107 and running thence along the common line of said lots N. 23-44 W. 193.1 feet to an iron pin at the joint rear corner of said lots; thence N. 53-13 E. 31 feet to an iron pin at the joint rear corner of Lots 38 and 39; thence N. 52-01 E. 50 feet to an iron pin at the joint rear corner of Lots 107 and 108; thence along the common line of said lots S. 25-24 E. 215.2 feet to an iron pin at the joint front corner of said lots on the northern side of Merrywood Drive; thence along the northern side of said drive S. 68-13 W. 56 feet to an iron pin; thence continuing along the northern side of said drive S. 70-30 W. 29 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Donald D. Angeldorf and Jean D. Angeldorf, recorded May 4, 1978 in Deed Book 103 at Page 954.

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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.

#9 Merrywood Drive, Thornwood Acres, Greenville, S. C. (City)
[State and Zip Code] (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 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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