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FILED  
GREENVILLE CO. S. C.

### MORTGAGE

THIS MORTGAGE is made this 30th day of March 1979 between the Mortgagor, JACK V. HERMAN AND CAROL A. HERMAN (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 One Hundred Seven Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 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 April 1, 1979, on the cul-de-sac or Old Town Way at the joint front corner of Lots 30 and 31, and running thence along the common line of said lots S. 12-42 W. 154.46 feet to an iron pin at the joint rear corner of said lots; thence N. 87-25-00 W. 120.32 feet to an iron pin; thence N. 22-01-29 W. 132.58 feet to an iron pin at the joint rear corner of Lots 29 and 30; thence along the common line of said lots N. 71-40-00 E. 176.23 feet to an iron pin at the joint front corner of said lots on the southwestern side of the aforementioned cul-de-sac; thence along the right-of-way of said cul-de-sac, the chord being S 47-53 E 49.32 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Lloyd E. Kessler and Patricia G. Kessler of even date to be recorded herewith:

**RICHARD A. GANTT**  
Attorney at Law  
14 Manly Street  
Greenville, S. C. 29601

DOCUMENTARY STAMP  
APR 5 1979  
FEE \$12.00

2012 LAYER Dept 11  
AMERICAN FEDERAL SAVINGS AND LOAN ASSN  
FIDELITY FEDERAL SAVINGS AND LOAN ASSN  
BY *Kathy Jernigan*  
Deputy Secretary

GCTO 3 AP 5 79 830

which has the address of 214 Old Town Way, Holly Tree, Singsonville, South Carolina 29681 (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.

SOUTH CAROLINA--1 to 4 Family--6/75--FNVA/FLMCO UNIFORM INSTRUMENT

OCT 6 8 50 AM 1981  
DONNIE S. TANKERSLEY  
R.M.C.

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OCT 6 1981

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