

12 8 2 50 PM '76

**MORTGAGE**

THIS MORTGAGE is made this 5th day of March, 1976, between the Mortgagor, Robert H. Richard (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 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ---Thirty Four Thousand Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 1976 (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, 2006

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: on the eastern side of Canebreak Lane, being shown and designated as Lot 39 on a plat of Powderhorn, Sec. 1, made by Piedmont Engineers 7/26/73, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-X, at Page 95, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the eastern side of Canebreak Lane at the joint front corner of Lots 38 and 39 and running thence along the common line of said Lots N. 84-42 E. 140.0 feet to a point; thence S. 0-35 E. 100.50 feet to a point; thence along the common line of Lots 39 and 40 N. 87-00 W. 140.0 feet to a point on the eastern side of Canebreak Lane; thence along the said Canebreak Lane 0-18 W. 80.0 feet to the point of beginning.



which has the address of 108 Canebreak Lane, Simpsonville, South Carolina 29681 (herein "Property Address");  
[Street] [City] [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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