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MORTGAGE

V. 1418 PAGE 12

THIS MORTGAGE is made this 22nd day of August 1979, between the Mortgagor, Charles B. Duncan, Jr. and Carol M. Duncan (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 One Hundred and No/100 (\$35,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 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 August 1, 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 in Greenville County, South Carolina, being shown as Lot No. 55, Richmond Hills, Section 5 on plat entitled "Property of Charles B. Duncan, Jr. and Carol M. Duncan" as recorded in Plat Book 7-711 at Page 85, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western end of Sylvatus Court; said pin being 195.5 feet from the intersection of Richmond Drive and Sylvatus Court running thence S. 30-05 W. 137.6 feet to an iron pin; thence N. 61-26 W. 75.0 feet to an iron pin; thence N. 11-52 W. 100.5 feet to an iron pin; thence N. 27-36 E. 40.6 feet to an iron pin; thence N. 88-15 E. 141.0 feet to an iron pin; thence S. 4-07 W. 55.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Jerry P. Boozer and Becky W. Boozer as recorded in Deed Book 1109 at Page 946, in the RMC Office for Greenville County, S.C., on August 22, 1979.

which has the address of 9 Sylvatus Court Greenville South Carolina 29609 (Street) (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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