

S. C.
APR 1 PM '80
HERSLEY

MORTGAGE

THIS MORTGAGE is made this 4th day of April 19. 80., between the Mortgagor, Richard W. Caldwell and Carolyn W. Caldwell (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 Seventy-Three Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 4, 1980 (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, 2010

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 in the County of Greenville, State of South Carolina, known and designated as Lot No. 19 as shown on a plat of Holly Tree Plantation, Phase II, Section II, prepared by Piedmont Engineers and Architects dated January 10, 1974, which plat is of record in the RMC Office for Greenville County in Plat Book 5-D at Page 47, and having such metes and bounds as shown thereon.

This is the same property conveyed to the Mortgagors herein by deed of Rosamond Enterprises, Inc. dated April 4, 1980, to be recorded herewith.

RECORDED AT THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, THIS 11th DAY OF APRIL, 1980.

which has the address of Lot 19, Pecan Hill Drive Simpsonville, S. C. 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.

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