

Mortgagee's Address:  
P. O. Box 1268  
Greenville, S. C. 29602

10:01 PM '80

# MORTGAGE

27367 CHS la  
James H. & Elizabeth N. Simkins  
2/6/80

BOOK 1502 PAGE 798

THIS MORTGAGE is made this 8th day of May, 1980, between the Mortgagor, JAMES H. SIMKINS and ELIZABETH N. SIMKINS (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 Nineteen Thousand and no/100 (\$19,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 8, 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 May 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 9-E, Lewis Village of Lewis Village Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated March 19, 1979 and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 1098 at Pages 792 through 875, inclusive, and survey and plot plan recorded in the R. M. C. Office for Greenville County in Plat Book 6V at Pages 55 through 57.

DERIVATION: Deed of American Service Corporation recorded May 9, 1980 in Deed Book 1125 at Page 494.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE, SOUTH CAROLINA  
ON MAY 11 1980  
BY CLERK OF COURTS  
J. H. [Signature]

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11:09 AM '80

which has the address of 9-E Lewis Village Greenville, S. C. 29605 (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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