

SP-1 ED  
S. C.  
JUL 14 '80  
SLEY

1509 679

# MORTGAGE

THIS MORTGAGE is made this 31st day of July 1980, between the Mortgagor, Frederick S. Maus, III and Leslie S. Maus (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 Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 August 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 lot of land, situate, on the northeast side of Friartuck Road, in the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 66 on plat of Sherwood Forest made by Dalton & Neves, Eng., Aug., 1951, recorded in the RMC Office for Greenville County, S. C. in Plat Book BB, at Pages 30 and 31, and having, according to said plat the following metes and bounds, to-wit:  
Beginning at an iron pin on the northeast side of Friartuck Road, joint front corner of Lots 65 and 66 and running thence with the line of Lot 65, N. 60-40 E. 186.7 feet to an iron pin; thence S. 20-48 E. 91.7 feet to an iron pin on the northwest side of Don Drive; thence with Don Drive S. 57-41 W. 143 feet to an iron pin; thence with the curve of Don Drive and Friartuck Road (the cord being N. 77-10 W. 35.3 feet) to an iron pin on the northeast side of Friartuck Road; thence with the northeast side of Friartuck Road N. 32-19 W. 75 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Robert S. Tiedman, Jr. dated July 31, 1980, and recorded simultaneously herewith.

"In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reached 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."

which has the address of 101 Don Drive Greenville South Carolina 29607 (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 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.

0679

4328 RV-2