

FILED  
S. C.  
2:42 PM '80

# MORTGAGE

THIS MORTGAGE is made this 8th day of August 1980, between the Mortgagor, STEVE B. DUNCAN and WANDA G. 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-SIX THOUSAND AND NO/100 (\$36,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 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 February 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 tract of land, situate, lying and being in the County of Greenville, State of South Carolina, near the Keeler Bridge Road, and being shown and designated as a tract containing 3.74 acres, more or less, as shown on plat entitled "Property of Steven B. Duncan", prepared by Terry T. Dill, Reg. C.E. & L.S. No. 104, dated August 4, 1980, said plat being recorded in the RMC Office for Greenville County in Plat Book 8-D at page 14, with reference to said plat being hereby craved for a more complete and accurate description.

This being the same property conveyed to the Mortgagors herein by deed of Julius Benson Duncan and Reedie Virginia Duncan dated March 15, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1122 at page 333 on March 18, 1980 and by deed of J.B. Duncan dated March 15, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1122 at page 332 on March 18, 1980.

which has the address of Route 2, Box 347-A, Marietta, S.C. 29661 (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.

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