

FILED  
GREENVILLE, S. C.

AUG 3 3 40 PM '80

DONALD D. ROY  
AND  
CECILE C. ROY

# MORTGAGE

BOOK 1510 PAGE 352

RECORDED  
IN  
OFFICE OF  
CLERK OF  
COURT  
AT  
GREENVILLE

THIS MORTGAGE is made this 4th day of August, 1980, between the Mortgagor, DONALD D. ROY and CECILE C. ROY (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 Twenty-five Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 8th, 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, 1985.

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, with all buildings and improvements thereon, situate, lying and being in Greenville County, South Carolina, on the northern side of Bachman Court, being shown and designated as Lot No. 173 on a plat of CHANTICLEER, SECTION V, made by Webb Surveying and Mapping Company, dated July, 1970, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-F, page 41, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagors by deed of Robert M. Chapman and Myrtle F. Chapman, to be recorded simultaneously herewith.

which has the address of Lot 173 Bachman Court Greenville, South Carolina (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.

352

4328 RV-2