

FILED
GREENVILLE CO. S. C.

AUG 18 11 00 AM '80

BONNIE S. TANKERSLEY
R.M.C.

This instrument was prepared by:
RICHARD A. GANTT

BOOK 1511 PAGE 153

MORTGAGE
(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 15th day of August 1980, between the Mortgagor, H. Paul Schultz and Judith A. Schultz (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ~~Sixty-three thousand six hundred~~ Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original 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 in Greenville County, State of South Carolina, on the northern side of Hillsborough Drive, near the City of Greenville, being shown as Lot 42 on a plat of Merrifield Park, recorded in Plat Book 000 at page 177 and described as follows:

BEGINNING at an iron pin on the northern side of Hillsborough Drive at the corner of Lot 43 and running thence with the northern side Drive, N. 71-00 W. 110 feet to an iron pin at the corner of Lot 41; thence with the line of said lot, N. 19-00 E. 180 feet to an iron pin in the line of Lot 29; thence with the lines of Lots 28 and 29, S. 71-00 E. 110 feet to an iron pin at the corner of Lot 43; thence with the line of said lot, S. 19-00 W. 180 feet to the beginning corner.

Being the same conveyed to H. Paul & Judith A. Shultz by deed of Robert G. & Norma J. Shaw, dated and recorded concurrently herewith.

which has the address of 19 HILLSBOROUGH DRIVE, GREENVILLE, S. C. 29615 (State and Zip Code) (City) (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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