

FILED
GREENVILLE CO. S. C.
SEP 29 11 16 AM '80
DONNIE S. TANKERSLEY
R.M.C.

This instrument was prepared by:
Sidney L. Jay
Attorney at Law

MORTGAGE
(Renegotiable Rate Mortgage)

1517 993

THIS MORTGAGE is made this 29th day of September 19 80, between the Mortgagor, Kenneth L. Tyler and Kay Y. Tyler (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 Forty-Eight Thousand Seven Hundred and No/100 (\$48,700.00) Dollars, which indebtedness is evidenced by Borrower's note date 29 September 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 1 October 2010.

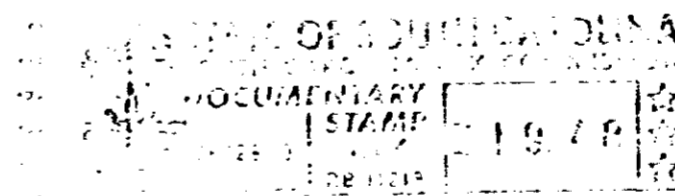
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land in the County of Greenville, State of South Carolina, on the southerly side of Huntley Castle Court, being shown and designated as Lot No. 135, on plat of Gray Fox Run, Section 2, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7 C", at Page 58, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Huntley Castle Court, joint front corner of Lots Nos. 134 and 135, and running thence with the joint lines of said lots, S. 3-37 E. 177.45 feet to an iron pin; thence S. 86-24 W. 95 feet to an iron pin, joint rear corner of Lots Nos. 135 and 136; thence with the joint lines of said lots, N. 3-37 W. 177.45 feet to an iron pin on the southerly side of Huntley Castle Court; thence with the southerly side of Huntley Castle Court, N. 86-24 E. 95 feet to an iron pin, the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Balentine Brothers Builders, Inc., dated 29 September 1980, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268, Greenville, South Carolina 29602.



which has the address of 7 Huntley Castle Court, Taylors, South Carolina 29687 (Street) (City) (State and Zip Code) (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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