

P. O. Box 1268, Greenville, S.C.

GREENVILLE CO. S.C.

OCT 3 1 34 PM '80

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

(Renegotiable Rate Mortgage)

2018 1959  
This instrument was prepared by:  
John G. Cheros

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THIS MORTGAGE is made this ... 2nd ... day of October ... 19 80 ... between the Mortgagor, Steve R. Kernodle and Patricia L. Kernodle (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 Thousand and No/100--- Dollars, which indebtedness is evidenced by Borrower's note date October 2, 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 December 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 lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot 268 on plat of Devenger Place, Section 12, which plat is recorded in Plat Book 7 X, at page 18, and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed unto the Mortgagors herein by deed of Devenger Road Land Company, a Partnership, to be recorded herewith.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
24.00

which has the address of Lot 268, Hedgewood Terrace, Route 5, Greer, S.C. 29651  
(Street) (City)  
(herein "Property Address");  
(State and Zip Code)

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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