

FILED
GREENVILLE CO. S. C.

SEP 9 3 21 PM '80

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Renegotiable Rate Mortgage)

BOOK 1515 PAGE 169

This instrument was prepared by:
Lathan, Fayssoux, Smith &
Barbare, P.A.

THIS MORTGAGE is made this ... 8th ... day of ... September ... 19 80 ... between the Mortgagor, Catherine E. Fayssoux (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 Thirty-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date September 8, 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 September 1, 1995;

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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 14 on plat of Knollwood, recorded in the RMC Office for Greenville County in Plat Book "EE" at Page 35, and being more particularly described, according to said plat, as follows:

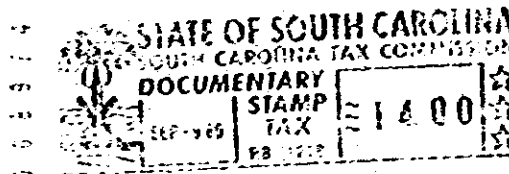
BEGINNING at a point on the South side of Seminole Drive at the joint front corner of Lots Nos. 14 and 15 and running thence S. 23-14 W. 170.3 feet along the line of Lot No. 15 to the rear corner thereof; thence N. 64-31 W. 110.9 feet to the joint rear corner of Lots Nos. 13 and 14; thence N. 35-35 E. 169.8 feet along the line of Lot No. 13 to the front corner thereof on Seminole Drive; thence S. 66-46 E. 75 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Charles C. Fayssoux dated August 4, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1041 at Page 126 on August 12, 1976.

This mortgage is junior in lien to that certain first mortgage to Fidelity Federal Savings and Loan Association in the original amount of \$32,000.00 and recorded in the RMC Office for Greenville County in Mortgage Book 1315 at Page 534.

The Mortgagor herein understands that Fidelity Federal Savings and Loan Association will exercise its options as provided under Paragraph 17 of this Mortgage.

The Mortgagor herein further understands that this loan is not assumable.



which has the address of 114 Seminole Drive, 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.

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