

BOOK 1521 PAGE 175

This instrument was prepared by:  
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Greenville, S.C. 29603

GREENVILLE, S.C.  
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# MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 7th day of November 1980, between the Mortgagor, Walter H. Truskey and Florence E. Truskey (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 Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date November 7, 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 May 1, 2011;

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 State of South Carolina, County of Greenville, being shown as Lot 252, Section XII Devenger Place as shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book 7X, Page 18 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of Royal Oak Court at the joint front corner of Lot 252 and 253 and running thence along the common line of said lots S. 80-55 W. 162.2 feet to an iron pin at the joint rear corner of said lots; thence along the rear of lot 252 N. 12-02 W 90.0 feet to an iron pin at the joint front corner of 251 & 252; thence along the common line of said lots, N. 80-53 E. 168.1 feet to an iron pin on the eastern side of Royal Oak Court; thence along the eastern side of Royal Oak Court S. 8-18 E. 90.0 feet to an iron pin being the point of beginning.

This conveyance is subject to all easements, restrictions and rights-of-ways, if any, appearing of record in the R.M.C. Office for Greenville County.

This is the same property conveyed to the mortgagors by deed of Devenger Road Land Company, recorded in the R.M.C. Office for Greenville County in Deed Book 1137, Page 101, on November 11, 1980.

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which has the address of Lot 252 Royal Oak Court, Devenger Place 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 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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