200x1506 PAGE 683

'80 'A

## **MORTGAGE**

THIS MORTGAGE is made this	lst	day of	July
19.80, between the Mortgagor, Day	vid B. Kinans, I	II and Anne P. Win	ans
	(berein "Ro	recover") and the Moster	2022
FIDELLLY FEDERAL SAVINGS ANI	D LOAN ASSOCIAT	10N a corpo	ration organized and existing
inder the laws of AQUIH GARC	≀UNA	whose address is .	101 EAST WASHINGTON
STREET. GREENVILLE, SOUTH C	AROLINA		. (herein "Lender").

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 lying, being and situate in the State of South Carolina, County of Greenville, being shown and designated as Lot 99 on a plat entitled "Section III, Powderhorn", prepared by C. O. Riddle, RLS, dated February 19, 1979, and recorded in the RMC Office for Greenville County in Plat Book 7-C, at Page 4. Reference to said plat is hereby craved for the metes and bounds description thereof.

This being the same property conveyed to the Mortgagors herein by deed of American Service Corporation of South Carolina dated July 1, 1980, and to be recorded of even date herewith.

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.

SOUTH CAROLINA—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

4328' RV-2