

1508 1500

Greenville, S.C.  
July 23, 1980  
Wendy S. Mayrose

# MORTGAGE

THIS MORTGAGE is made this 23rd day of July 1980, between the Mortgagor, David G. Sherer and Mary W. Sherer (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Seven Thousand Three Hundred & No/100 (\$47,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 23, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southeastern side of Holly Tree Lane, in Greenville County, South Carolina, being known and designated pt. Lot No. 64 on a plat entitled Holly Tree Plantation, Phase II, Section II, made by Piedmont Engineers and Architects, dated January 10, 1974, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at pages 47 and 48, reference to said plat is hereby craved for the metes and bounds thereof.

This is that property conveyed to Mortgagor by deed of William C. Mayrose and Wendy S. Mayrose, dated and filed concurrently herewith.

which has the address of 214 Holly Tree Lane Simpsonville South Carolina 29681 (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

3CTO -----2 JUL 23 80 1258

4.00

0503

4328 RV-2