

This instrument was prepared by:
Richard A. Gantt
Greenville, S. C.

FILED
S.C.
JUL 11 2 04 PM '80
SOUTH CAROLINA

MORTGAGE
(Renegotiable Rate Mortgage)

200A 1510 PAGE 905

THIS MORTGAGE is made this 11th day of August, 1980, between the Mortgagor, H. David Leonard and Cynthia D. Leonard (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 Forty-six thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note date August 11, 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 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 certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, near the town of Mauldin and being designated as Lot 57 on Revised Plat No. 1 of Verden Estates Subdivision, said plat being prepared by C. O. Riddle and dated January 11, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-H at page 47, and having the following metes and bounds:

Beginning at 1P on Eastern side of Baldwin Circle Joint Front Lots 57 & 58 and running thence with said circle S5-32W 100 feet to 1P Joint Corner Lots 56 & 57, thence with Joint Line of said Lots N84-28W 135.25 feet to 1P, thence with rear of Lot 57, 60 and 59 N3-17E 100.08 feet to 1P Joint corner Lots 57 & 58, thence with joint line of said lots S84-28E 137.18 feet to the point of beginning.

Being same conveyed to H. David & Cynthia D. Leonard by deed of Frank R. Macchiaverna, dated and recorded concurrently herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

which has the address of 57 Baldwin Drive, Verden Estates, Mauldin (Street) (City) South Carolina 29662 (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.

5
0
9
0

4328 RV-2