

FILED  
GREENVILLE CO. S. C.  
AUG 15 10 51 AM '80  
DONNIE S. TANKERSLEY  
R.M.C.

This instrument was prepared by:  
Charles E. McDonald, Jr.  
Haynsworth, Perry, Bryant,  
Marion & Johnstone

# MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 14th day of August 19 80, between the Mortgagor, Richard P. Dauphinais and Judith A. Dauphinais (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 no/100ths Dollars, which indebtedness is evidenced by Borrower's note date August 14, 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, 2009;

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 on the western side of Saddle Tree Court, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 228 on a plat entitled "Devenger Place, Section 11" prepared by Dalton & Neves Co., dated May, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7C, at page 91 and having, according to said plat, and a more recent plat entitled "Property of Richard P. Dauphinais and Judith A. Dauphinais" prepared by Freeland & Associates, dated August 11, 1980, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Saddle Tree Court, the joint front corner of Lots Nos. 228 and 229 and running thence with the line of Lot No. 229, S. 48-23 W. 187.7 feet to an iron pin; thence S. 86-11 W. 80 feet to an iron pin in the line of Lot No. 230; thence with the line of Lot 230 N. 3-49 W. 85 feet to an iron pin in the line of Lot 227; thence with the line of Lot No. 227 N. 57-18 E. 208.7 feet to an iron pin on the western side of Saddle Tree Court; thence with the western side of Saddle Tree Court the following courses and distances: S. 26-05 E. 25 feet to an iron pin; thence S. 39-13 E. 50 feet to an iron pin; thence S. 49-48 E. 10 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Bob Maxwell Builders, Inc., dated August 14, 1980, recorded August 15, 1980, in the RMC Office for Greenville County, South Carolina, in Deed Book 1131, at page 247.

which has the address of Saddle Tree Court Greer  
(Street) (City)  
S. C. 29651 (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.

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