GREENY F CO. S. C. DEC 4 12 52 PH '80 DONNIN & JAMMERSLEY (Renogotiable Rate Mortgage)

## **MORTGAGE**

Horton, Drawdy, Hagins, Ward & Johnson, P. A.

This instrument was prepared by:

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MORTGAGE is made this ... 2nd ...... day of ... December .... 19 .. 80 ...., between the Mortgagor, and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION organized and existing under the laws of the United States whose address is . 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA .. (herein "Lender"). No/100ths

WHEREAS, Borrower is indebted to Lender in the principal sum of . Twenty-one thousand fifty and/ Dollars, which indebtedness is evidenced by Borrower's note date . December . 2, . 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 December 1st,

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 unit of land, situate, lying and being in Greenville County, South Carolina, being known and designated as Unit 51-A of the Dover Townhouses No. 51 Horizontal Property Regime, as is fully described in Master Deed dated June 14, 1979, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1105, Pages 16 through 46, inclusive, and Survey and Plot Plan recorded in Plat Book 7-I at Page 12, prepared by R. B. Bruce, Surveyor, dated June 14, 1979.

THIS being the same property conveyed to the Mortgagor herein by deed of Irwin O. Heide and Vera L. Heide, dated December 2, 1980, and recorded in the RMC Office for Greenville County in Deed Book <u>1138</u> at Page <u>360</u> on December <u>\$</u>, 1980.

4 Unit 51-A Dover Townhouses, Dover Drive.... Swhich has the address of .. ...... (herein "Property Address");

849 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 She title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a Hehedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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