

FILED
CO. S. C.
GREELY

Mortgagee's Address:
P. Box 1268
Greenville, S. C. 29602

43050
This instrument was prepared by:
Love, Thornton, Arnold
& Thomason

BOOK 86 PAGE 889

BOOK 1525 PAGE 418

3 16 PM '80
26385
Richard M. Duncan
542.8-1-35

MORTGAGE
(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 21st day of November 19 80, between the Mortgagor, RICHARD M. DUNCAN and JUDITH A. DUNCAN (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 Eighty-Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note date November 21, 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 94 S. 39-41 W. 162.1 feet to an iron pin at the joint rear corner of Lot 94 and Lot 95; thence S. 19-30 E. 79.7 feet to an iron pin; thence S. 39-22 E. 30.30 feet to an iron pin at the joint rear corner of Lot 95 and Lot 96; thence with Lot 96 N. 45-39 E. 189.5 feet to an iron pin on Red Oak Court; thence with said court N. 40-30 W. 120.2 feet to the point of beginning.

DERIVATION: Deed of Franklin Enterprises, Inc. recorded April 17, 1978 in Deed Book 1077 at Page 225.

PAID AND RECEIVED IN FULL
THE 21st day of July 19 84
Richard M. Duncan
4939
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
GREENVILLE, SOUTH CAROLINA
BY R. Keith Moore, V.P.
WITNESSES Juliana

RECORDED
JUL 23 1980
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
GREENVILLE, SOUTH CAROLINA

1A01
200

GCTC --- 1 NC24 BC 1478

7.00CI

Formerly Fidelity Federal Savings and Loan Association
which has the address of Red Oak Court (Street) Simpsonville (City)
South Carolina 29681 (State and Zip Code) (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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

JULY, 1980