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## **MORTGAGE**

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39THS MORTGAGE is made this. 9th. day of November.

19.79., between the Mortgagor, Marvin Boward McKinney, and Myrtle A. McKinney.

(herein "Borrower"), and the Mortgagee,

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON

STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

ALL that piece, parcel or lot of land with improvements thereon as shown on a Plat entitled "Property of Marcia Howard McKinney and Myrtle Audrey McKinney" prepared by Carolina Surveying Co., November 9, 1979, and recorded in the RMC Office for Greenville County in Plat Book at page , reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Rudolph Heatherly and Donnie Geneva H. Heatherly dated and filed concurrently herewith.

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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.

South Carolina.....(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.

SOUTH CAROLINA -- I to 4 family 6,75 FNMA FHLMC UNIFORM INSTRUMENT

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