

X FILED
GREENVILLE CO. S.C.
AUG 23 1979 AM '79
DONNIE S. TAKERSLEY
R.M.C.

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BOOK 76 PAGE 119

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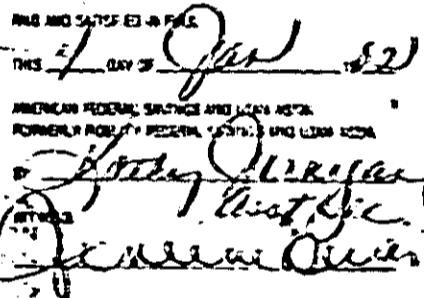
MORTGAGE

THIS MORTGAGE is made this 22nd day of August 1979, between the Mortgagor, Charles B. Duncan, Jr., and Carol M. Duncan (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand One Hundred and No/100 (\$35,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 1979 (herein "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, ~~plus all costs to our legal fees, attorney's fees, etc.~~, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Jerry P. Boozer and Becky W. Boozer as recorded in Deed Book 1009 at Page 944, in the RMC Office for Greenville County, S.C., on August 22, 1979.

CARTER, SMITH, JOHNSON & MERRILL
JULY 5 1982



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which has the address of 9. Sylvatus Court, Greenville, South Carolina, 29609 (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 seized 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 defeasances, 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 - E to F Family - 6/75 - FFWA FAIRING UNIFORM INSTRUMENT

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