This instrument was prepared by: Thomas C. Brissey, Attorney

GREEN FILED DORNIE L. TAKKERSLEY R.H.C

## **MORTGAGE**

(Renogotiable Rate Mortgage)

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THIS MORTGAGE is made this ...31st ..... day of .July ...... 19 .. 80 ...., between the Mortgagor, Rory C. Henderson 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"). Whereas, Borrower is indebted to Lender in the principal sum of Twenty Thousand and No/100---Dollars, which indebtedness is evidenced by Borrower's note date .... July .31, .1980 ...... (herein "Note")

date herewith. 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 of 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 301% of the original principal balance of this loan. The mortgagee may

which is attached hereto as Exhibit "A," the terms of which are jncotrovaved by release release viscotion

advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

THE mailing address of the Hortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.

109 Brunson Street, Greenville which has the address of 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 leavely life state 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 convey and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower villa harmet and defend generally the title to the Property against all claims and deminels, subject to any declarations, easiers of pertestrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's intermine the Property.

JULY, 1988

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