P. O. Box 1268, G. enville, S.C. 29602

This instrument was prepared by: John G. Cheros

GREENVILLE CO. S. C.

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SEP 19 4 30 PH 180

MORTGAGE

8801516 PART 751

DONNIE S. YANKERSLEY R.H.C. (Renogotiable Rate Mortgage)

THIS MORTGAGE is made this ... 19th .... day of .. September .. 19 ... 80 ...., between the Mortgagor, ....Dee Smith Company, Inc. .... (herein "Borrower"), 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 .. Seventy-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date September. 19, ... 1989..... (herein "Note") property conveyed by Dee A. Smith unto the Mortgagor herein by deed recorded October 3, 1978, in Deed Book 1089, at page 109.

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 guranty 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. PROPERTY STREET, EAST, EAST,

**POCUMENTARY** 

CONSTRUCTIVE SUSPECTOR

J. Brookfile all West, Section 1

which has the address of .....

--- Formerly Fidelity Federal .. DONNIE S. (ikhtin R. Steperty Address");
Savings and Toal Resistation R.H.C.

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 uncncumbered, 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, 1990

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