

FILED
S. C.
MAY 13 1980
GREENVILLE
SHERSLEY

MORTGAGE

THIS MORTGAGE is made this 9th day of May 1980, between the Mortgagor, Rex E. McBryde and Syble R. McBryde (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 Sixty-nine Thousand One Hundred Seventy-six and 78/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 9, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2008

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that piece, parcel or lot of land in the City of Mauldin, County of Greenville, State of South Carolina, situate, lying and being on the northeastern side of Stoney Creek Drive and being known and designated as Lot No. 87 on plat of FORRESTER WOODS SUBDIVISION, SECTION 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at pages 21 and 22, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property conveyed to the Mortgagors by Robert D. Pettus, Jr. and Marilyn H. Pettus by deed of even date, recorded herewith.

RECORDED
GREENVILLE, SOUTH CAROLINA
MAY 13 1980
SHERSLEY

DC10
--- 1 MY12 80
226

which has the address of 205 Stoney Creek Drive, Route 10, Greenville, S. C. 29607 (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.

087

4328 RV-2