

GRANT FILED
JUL 20 10 53 AM '80
DONNIE HANNSLEY
S.C.

This instrument was prepared by:
William D. Richardson, Esq.
8 Williams St., Greenville, S.C.

MORTGAGE
(Renegotiable Rate Mortgage)

BOOK 1509 PAGE 672

THIS MORTGAGE is made this 1st day of August 19 80, between the Mortgagor, Joseph W. Morris and Cheryl M. Morris (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation 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-Six Thousand Six Hundred Dollars, which indebtedness is evidenced by Borrower's note date August 1, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original 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, 2010;

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 Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 26 on plat of Holly Tree Plantation, Phase No. II, Section 2, made by Piedmont Engineers, Architects and Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County in Plat Book 5-D at Pages 47 and 48, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Rosarond Enterprises, Inc. of even date to be recorded herewith.

which has the address of Lot 26, Pecan Hill Drive Simpsonville
(Street) (City)
S. C. (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.

0672

4328 RV-2