

GREENVILLE S.C.
AUG 5 11 20 AM '80
RECORDED
R.M.C. WARRERSLEY

This instrument was prepared by:
Haynsworth, Perry, Bryant,
Marion & Johnstone, Attys.
BOOK 1509 PAGE 855

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 30th day of July 1980, between the Mortgagor, CHARLES G. MUNSON AND MARJORIE C. MUNSON (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 Fifty-five Thousand Six Hundred Dollars, which indebtedness is evidenced by Borrower's note date July 30, 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 situate, lying and being on the Southern side of Richwood Drive, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 4 as shown on a plat of Section 1, Richwood, dated April, 1968, prepared by C. O. Riddle and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book UUU at page 5, and having according to said plat and according to a more recent plat dated August, 1980, prepared by Webb Surveying and Mapping Co., entitled "Survey for Charles G. Munson and Marjorie C. Munson", the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Richwood Drive at the joint front corner of Lots Nos. 4 and 5, and running thence with the line of Lot No. 5 S. 19-14 E. 135 feet to an iron pin in the line of Section A, Gower Estates; thence with the line of said property S. 70-46 W. 88.9 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence with the line of Lot No. 3 N. 19-14 W. 135 feet to an iron pin on the Southern side of Richwood Drive; thence with the Southern side of Richwood Drive N. 70-46 E. 88.9 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Jeff R. Richardson, Jr., dated December 28, 1970, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 905 at page 227 on December 29, 1970.

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which has the address of 49 Richwood Drive, Greenville, South Carolina 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.

JULY 1980

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