

FILED
GREENVILLE, S. C.

OCT 16 10 59 AM '80

DONNIE E. FANNERSLEY
R.M.C.

This instrument was prepared by:
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Greenville, S. C. 29601

MORTGAGE
(Renegotiable Rate Mortgage)

BOOK 1520 PAGE 674

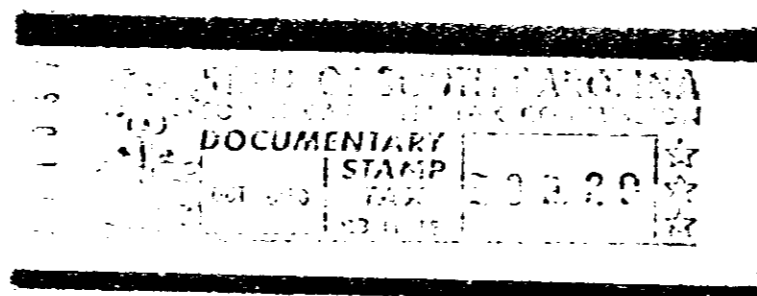
THIS MORTGAGE is made this ... 16th ... day of ... October ... 19 80 ... between the Mortgagor, ... Richard A. Herrmann and Patricia L. Herrmann ... (herein "Borrower"), and the Mortgagee, ... FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION ... a corporation organized and existing under the laws of the 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 ... Ninety-Eight Thousand (\$98,000.00) Dollars, which indebtedness is evidenced by Borrower's note date ... October 16, 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 ... October 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 certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Westerly side of Woody Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 408 on plat entitled "Map 3, Section 2, Sugar Creek" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 2, 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 M. G. Proffitt, Inc. of even date to be recorded herewith.



which has the address of ... 207 Woody Creek Road ... Greer ...
(Street) (City)
... S. C. ... 29651 ... (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.

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