This instrument was prepared by:
Horton, Drawdy, Hagins,
Ward & Johnson, P. A.

GREE FOR S.C.

CRSLEY

## **MORTGAGE**

(Renogotiable Rate Mortgage)

THIS MORTGAGE is made this 11th day of August 19 80 between the Mortgagor, WILLIAMS STREET DEVELOPMENT CORPORATION (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 Eighty-six thousand eight hundred Dollars, which indebtedness is evidenced by Borrower's note date August 11, 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 February 1st, 2011

BEGINNING at an iron pin on Sugarberry Drive at the joint front corner of Lots 161 and 162 and running thence N. 62-28 W. 141.35 feet to an iron pin; thence with the joint line of Lots 161 and 163 N. 61-28 W. 38.2 feet to an iron pin; thence with the common line of Lots No. 161 and 160 S. 27-51 W. 154.95 feet to an iron pin on Peppertree Drive; thence with said Drive S. 63-21 E. 85.0 feet to an iron pin; thence running N. 82-35 E. 41.2 feet to an iron pin on the western side of Sugarberry Drive; thence with said drive the following courses and distances: N. 46-14 E. 74.2 feet to an iron pin; thence N. 60-05 E. 69.9 feet to an iron pin, the point of beginning. THIS BEING THE same property conveyed to the mortgagor herein by deed of Caine Co., Inc., dated May 4, 1979 & recorded in Deed Book 1101 at Page 924 on May 7, 1979.

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 guaranty 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.

which has the address of Lot 161 Sugarberry Drive, Dove Tree Subdivision,

(Cin)

Greenville County, S. C. (herein "Property Address");

To HWE 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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