

DOCUMENTARY
STAMP
20.98

GREENVILLE, S.C.
OCT 20 11 48 AM '80
SONNIE

MORTGAGE
(Renegotiable Rate Mortgage)

This instrument was prepared by:
Haynsworth, Perry, Bryant,
Marion & Johnstone, Attys.

BOOK 1521 PAGE 212

0212

THIS MORTGAGE is made this 20th day of October 19 80, between the Mortgagor, BOB MAXWELL BUILDERS, INC. (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-Two Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note date October 20, 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 March 1, 2011;

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 northwestern side of Hudson Farm Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 215 on a plat of Devenger Place, Section 11, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 91, and having, according to said plat, and a more recent survey entitled "Property of Bob Maxwell Builders, Inc.", prepared by Freeland & Associates, dated October 15, 1980, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Hudson Farm Road, at the joint front corner of Lots Nos. 215 and 216 and running thence with the line of Lot No. 216, N. 56-59 W. 150 feet to an iron pin in the line of Lot No. 220; thence with the line of Lots Nos. 220 and 221, N. 33-01 E. 85 feet to an iron pin in the line of Lot No. 214; thence with the line of Lot No. 214 S. 56-59 E. 150 feet to an iron pin on the northwestern side of Hudson Farm Road; thence with the northwestern side of Hudson Farm Road S. 33-01 W. 85 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Devenger Road Land Company, a Partnership, dated October 15, 1980, recorded October 20, 1980, in the RMC Office for Greenville County, South Carolina, in Deed Book 1135 at page 773.

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 215, Hudson Farm Road, Devenger Place, Greer (Street) (City) South Carolina 29651 (State and Zip Code) (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.

5010
0020 90
1042

4328 RV-2