

Mortgagee's Address:
P. O. Box 1268
Greenville, S. C.

This instrument was prepared by:
Love, Thornton, Arnold
& Thomason

GREENVILLE FILED
SEP 17 11 19 AM '80
SOUTH CAROLINA
MORTGAGE
(Renegotiable Rate Mortgage)

LOVE, THORNTON, ARNOLD & THOMASON
2006 S.W. ...
J.C. Rhine, Jr. et al

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THIS MORTGAGE is made this 10th day of September 1980, between the Mortgagor, J. C. RHINE, JR. and URSULA H. RHINE (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 Thirty-Seven Thousand Four Hundred Dollars, which indebtedness is evidenced by Borrower's note date September 10, 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 September 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the south side of Pimlico Road in the City of Greenville shown as Lot No. 403 on plat of Section D of Gower Estates, recorded in Plat Book RR at Pages 192 and 193 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Pimlico Road at the joint front corner of Lots 402 and 403 and running thence along the line of Lot No. 402 S. 29-34 W. 173.1 feet to an iron pin; thence S. 55-24 W. 20 feet to an iron pin; thence with the line of Lot 404 N. 24-29 W. 167.6 feet to an iron pin on the south side of Pimlico Road; thence with the curve of Pimlico Road (the chord being N. 82-42 E. 98.2 feet) to an iron pin; thence still with the curve of Pimlico Road (the chord being S. 87-34 E. 73.6 feet) to the beginning corner.

DERIVATION: Deed of H. J. Martin and Joe O. Charming recorded February 15, 1966 in Deed Book 792 at Page 07. Deed of J. C. Rhine, Jr. recorded April 12, 1976 in Deed Book 1034 at Page 522.

This mortgage is junior to that mortgage in favor of Fidelity Federal Savings and Loan Association in the amount of \$53,700.00 recorded in the R. M. C. Office for Greenville County on April 14, 1976 in Mortgage Book 1364 at Page 799.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
1498

which has the address of 374 Pimlico Road Greenville
(City)
South Carolina 29607 (herein "Property Address");
(See 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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