

FILED  
GREENVILLE CO. S. C.  
SEP 17 3 34 PM '80  
DONALD S. TANKERSLEY  
R.M.C.

This instrument was prepared by:  
H. Michael Spivey  
Attorney at Law

**MORTGAGE**  
(Renegotiable Rate Mortgage)

BOOK 1516 PAGE 358

THIS MORTGAGE is made this 17th day of September 19 80, between the Mortgagor, Sunbelt Properties, 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").

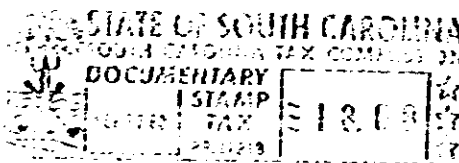
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five thousand two hundred Dollars, which indebtedness is evidenced by Borrower's note date September 17, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot 21 of Brushy Creek Ridge, recorded in the RMC Office for Greenville County in Plat Book 7C, Page 25, and by a more recent plat of Sunbelt Properties, Inc., prepared by Clarkson Surveying on September 15, 1980 and recorded in the RMC Office of Greenville County in Book 9-E, Page 76; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Brushy Creek Ridge, at the joint front corner of Lots 22 and 21 and running thence with the joint line of Lots 22 and 21 S. 2-18 E. 201.88 feet to an iron pin at the joint rear corner of Lots 22 and 21; thence turning and running along the rear line N. 86-41 W. 95 feet to an iron pin at the joint rear corner of Lots 21 and 20; thence turning and running along the joint line of Lots 21 and 20 N. 0-56 W. 193.9 feet to an iron pin on Brushy Creek Ridge; thence turning and running along said ridge N. 88-30 E. 90 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of H. J. Martin and Joe O. Charing, to be recorded of even date herewith.



which has the address of Lot 21, Brushy Creek Ridge, Taylors  
(City)  
SC 29687 (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 seized 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.