Mortgagee's Address 101 East Washington Screet Greenville, S. C. 29601 65 / DONA

v

(Renogotiable Rate Mortgage)

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

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THIS MORTGAGE is made this4th.... day of ... September. 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"). Forty-Six Thousnd Five Hundred

WHEREAS, Borrower is indebted to Lender in the principal sum of .Fifty. and No/100..... Dollars, which indebtedness is evidenced by Borrower's note date . September .. 4., .. 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. 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 certain piece, parcel or unit, situate, lying and being on Village Drive in the City of Greer, County of Greenville, State of South Carolina, being known and designated as Unit No. 2A of The Village Townhouses No. 2 Horizontal Property Regime, as is more fully described in Master Deed dated September 4, 1980, and recorded in the RMC Office for Creenville County, S. C. in Deed Book 1133, at Page ember 10, 1980, and further shown on survey and plot plan entitled "Village Greer", dated July 30, 1980, prepared by R. B. Bruce, Surveyor, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-X , at Page <u>39</u> , on September <u>/o</u> , 1980.

This is a portion of the property conveyed to the Mortgagor herein by deed of Village Greer, a South Carolina General Partnership, dated January 10, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1118, at Page 850, on January 14, 1980.

> DOCUMENTARY * X

which has the address of Lot. 2A. Village Drive, Greer, South Carolina

..... (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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JULY, 1980