

This instrument was prepared by:
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Greer, S.C. 29651

FILED
GREENVILLE CO. S. C.
AUG 14 12 35 PM '80
DONNIE S. FANKERSLEY
R.M.C.

MORTGAGE
(Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 14th day of August 1980, between the Mortgagor, Aaron B. Clayton and Ann F. Clayton (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-Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date August 14, 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 January 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, in O'Neal Township, and being shown on a survey for Aaron Clayton dated 7-17-80, and having the following metes and bounds, to-wit:

BEGINNING at a new iron pin in the Northwestern corner of this property, on the edge of the right of way, of S.C. Highway #14 and being 200 feet South of the right of way of Jug Factory Road; and running thence S. 74-15 E. 308.90 feet to an iron pin; thence S. 26-24 E. 34.30 feet to an iron pin; thence S. 24-21 E. 144.32 feet to an iron pin; thence S. 24-22 E. 174.10 feet to an iron pin; thence N. 74-14 W. 506.26 feet to an old iron pin on the edge of the right of way of said Highway #14; thence N. 09-13 E. 270.70 feet to the point of BEGINNING, containing 2.521 acres, more or less.

DERIVATION: This being a portion of the property inherited from the Estate of Egbert Mosteller whose estate file is recorded in Greenville County Probate Court in Apartment 595 at file 28 and from Connie G. Mosteller whose estate file is recorded in Greenville County Probate Court in Apartment 1584 at file 25.

which has the address of Highway 14 North of Greer, South Carolina 29651 (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 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.

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