GREENVILLE CO. S.C. AUS 15 3 51 PH '80 DONNIE S. TANKERSLEY

V

This instrument was prepared by: Fred D. Cox, Jr. Haynsworth, Perry, Bryant, Marion & Johnstone

MORTGAGE

(Renogotiable Rate Mortgage)

300x 1511 PAGE 314

THIS MORTGAGE is made this ... &tb day of ... August 19 80, between the Mortgagor, FREDERICK J. JACKSON AND ANA MARIA Z. JACKSON... and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION 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-eight Thousand and No/100. Dollars, which indebtedness is evidenced by Borrower's note date ... August 8, 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 August 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 on the northern side of Coach Hill Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 138 as shown on a plat of Coach Hills prepared by Piedmont Engineers, Architects and Planners, dated September 27, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4X, at page 86, revised November 25, 1974, and re-recorded in said RMC Office in Plat Book 4X, at page 94, and having, according to said plats, and also according to a more recent plat prepared by Freeland & Associates, dated August 11, 1980, entitled "Property of Frederick J. Jackson and Ana Maria Z. Jackson", the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Coach Hills Drive at the joint front corner of Lots 138 and 139, and running thence with the joint line of said lots, N. 42-04 E. 130.34 feet to an iron pin in the line of Lot 136; thence with the line of Lot 136, S. 68-35-47 E. 88.60 feet to an iron pin at the joint rear corner of Lots 137 and 138; thence with the joint line of said lots, S. 22-00 W., 136.60 feet to an iron pin on the northern side of Coach Hills Drive, joint front corner of Lots 137 and 138; thence with the northern side of Coach Hills Drive, the following courses and distances, to-wit: N. 68-12 W. 55.18 feet to an iron pin; thence N. 58-19 W. 79.42 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of H. Paul Shultz and Judith A. Shultz, dated August 8, 1980, recorded August /5, 1980, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1131, at page <u>303</u>.

Greenville which has the address of 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.