

FILED
GREENVILLE CO. S. C.
AUG 29 1 57 PM '80
DONNIE S. TANKERSLEY
R.M.C.

1513 522
This instrument was prepared by:
MICHAEL O. HALLMAN
ATTORNEY AT LAW
16 WILLIAMS STREET
GREENVILLE, S. C. 29601

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 28 day of August 19 80, between the Mortgagor, Thomas R. Bagwell and Dale C. Bagwell (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 Four Thousand One Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note date August 28, 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 buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Templewood Drive, and being known and designated as Lot No. 46 of Oak-Crest Subdivision, Section One, according to a plat prepared by C. C. Jones & Associates, dated January, 1955 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book GG at Pages 110 and 111, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Templewood Drive at the joint front corner of Lots 45 and 46, and running thence along the common line of said lots, S. 29-58 E. 150 feet to an iron pin; thence S. 60-02 W. 75 feet to an iron pin; thence N. 29-58 W. 150 feet to an iron pin; thence along the southeastern side of Templewood Drive, N. 60-02 E. 75 feet to the point of beginning.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

The above described property is the same acquired by the Mortgagors by deed from Helen Marie Whitmire, et al, recorded in the R.M.C. Office for Greenville County, S. C. on August 29, 1980.

Fidelity Federal Savings & Loan Association
101 East Washington Street
Greenville, S. C. 29601

which has the address of 38 Templewood Drive Greenville
(Street) (City)
S. C. 29611 (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.