

FILED
GREENVILLE CO. S. C.

SEP 2 9 46 AM '80

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Renegotiable Rate Mortgage)

This instrument was prepared by:
D. Allen Grumbine

BOOK 1513 PAGE 822

THIS MORTGAGE is made this 29th day of August, 19 80, between the Mortgagor, Daniel G. and Joyce L. Gough (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 Fifty Nine Thousand Two Hundred Dollars, which indebtedness is evidenced by Borrower's note date August 29, 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;

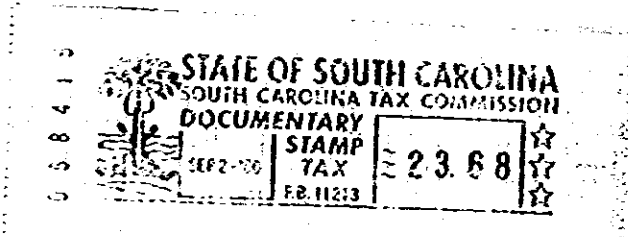
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the County of Greenville, State of South Carolina, on the northerly side of Ladbroke Road, being shown and designated as Lot No. 349, on plat of Section III, Del Norte Estates, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "4N" at Page 14, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING AT AN iron pin on the northerly side of Ladbroke Road, joint front corner of Lots Nos. 348 and 349, and running thence with the joint lines of said lots N. 46-30 W. 135.0 feet to an iron pin; running thence N. 43-30 E. 95 feet to an iron pin, joint rear corner of Lots Nos. 349 and 350; running thence with the joint lines of said lots S. 46-30 E. 135.0 feet to an iron pin on the northerly side of Ladbroke Road, S. 43-30 W. 95 feet to the point of beginning.

The within conveyance is subject to restrictions of record, and is also subject to utility easements and rights-of-way of record or on the ground, along with tap fees, set-back lines and zoning regulations.

This is the same property conveyed to the mortgagors by deed of Richard D. Byerly and Phyllis Byerly dated August 18, 1980 and recorded herewith in Deed Book 1132 at Page 376.



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which has the address of 201 Ladbroke Road (Street), Greenville (City), South Carolina 29615 (State and Zip Code) (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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