

FILED
GREENVILLE CO. S. C.

SEP 22 3 58 AM '80

DORNE S. TANKERSLEY
R.M.C.

This instrument was prepared by:
Haynsworth, Perry, Bryant,
Marion & Johnstone

MORTGAGE
(Renegotiable Rate Mortgage)

BOOK 1516 PAGE 853

THIS MORTGAGE is made this 19th day of September 19 80 between the Mortgagor, Richard W. Behrman and Jo Ann Behrman (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").

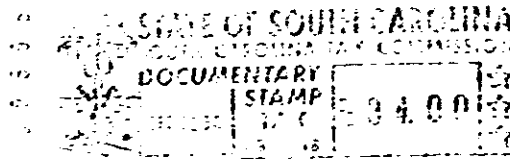
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Five Thousand and no/100-- Dollars, which indebtedness is evidenced by Borrower's note date September 19, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including 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 piece, parcel or lot of land situate, lying and being on the eastern side of Briarcreek Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 96 on a plat entitled "Sugar Creek, Sec. 5", prepared by C. O. Riddle and recorded in the RMC Office for Greenville County in Plat Book 6H, at page 2, and having, according to said plat and a more recent plat entitled "Property of Richard W. Behrman and Jo Ann Behrman", dated September 15, 1980, prepared by Freeland and Associates, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Briarcreek Road at the joint front corner of Lots Nos. 96 and 97 and running thence with the line of Lot No. 97, S. 62-30-43 E. 141.55 feet to a point in the center of a branch; thence with the center of the branch as the line, having a traverse line of S. 13-20-57 W. 98.44 feet to a point in the line of Lot No. 95; thence with the line of Lot No. 95 N. 69-46 W. 158.72 feet to an iron pin on the eastern side of Briarcreek Road; thence with the eastern side of Briarcreek Road N. 20-14 E. 13 feet to an iron pin; thence continuing with the eastern side of Briarcreek Road N. 23-51-38 E. 102.82 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Henry C. Egan and Karole K. Egan, dated September 19, 1980, recorded September 22, 1980, in the RMC Office for Greenville County, South Carolina, in Deed Book 1133, at page 903.



which has the address of 227 Briarcreek Road Greer, S. C. 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.

4328 RV-2