

Mortgagee's Address: P. O. Box 1268
Greenville, S. C. 29602

This instrument was prepared by:

FILED
GREENVILLE, S. C.
SEP 25 1 40 PM '80
DONNIE T. HARRISLEY
R.M.C.

MORTGAGE
(Renegotiable Rate Mortgage)

BOOK 1517 PAGE 548

THIS MORTGAGE is made this 25th day of September 1980, between the Mortgagor, J. Gordon Clayton and Brenda S. 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 One Hundred Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date September 25, 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 October 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 southern side of the cul-de-sac of Long Point Way, Greenville County, South Carolina, being shown and designated as Lot No. 56 on a plat of Holly Tree Plantation made by Enwright Associates, Engineers, dated May 28, 1973, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-X, Pages 32 through 37, inclusive, reference to which is hereby craved for the metes and bounds thereof.

This being the same property conveyed to the Mortgagor, J. Gordon Clayton, by deed of Holly Tree Plantation, a Limited Partnership, dated May 10, 1974, and recorded May 23, 1974, in the RMC Office for Greenville County in Deed Book 999, at Page 459; and which the Mortgagor, Brenda S. Clayton, received by deed of J. Gordon Clayton dated September 25, 1980, and to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY STAMP
SEP 25 1980

which has the address of 205 Long Point Way, Simpsonville,
(Street) (City)
S. C. 29681 (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 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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