

Post Office Box 1268
Greenville, S.C. 29602

151/703
This instrument was prepared by:

WILLIAM B. JAMES, ATTORNEY

MORTGAGE

(Renegotiable Rate Mortgage)

FILED
GREENVILLE CO. S. C.

SEP 26 2 32 PM '80

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 26th day of September 1980 between the Mortgagor, J. W. ROBERTS, INC. (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-Three Thousand Six Hundred Fifty & No/100 Dollars, which indebtedness is evidenced by Borrower's note date September 26, 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 February 1, 2011.

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 Gillin Drive, near the Town of Mauldin, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 4 of a plat of property known as Gillin Place, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 44; ALSO, shown as the property of J. W. Roberts by plat prepared by Charles F. Webb, dated September, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 8-G at Page 15, and, according to said latter plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Gillin Drive, at the joint front corner of Lots Nos. 3 and 4, and running thence with the joint line of said Lots N. 24-04 W. 207.88 feet to an iron pin; running thence N. 66-10 E. 130 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; running thence S. 24-03 E. 211.85 feet to an iron pin on the Northern side of Gillin Drive; running thence with the Northern side of said Drive S. 67-55 W. 130 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by Ollie B. Roberts by Deed recorded simultaneously herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured herewith, 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.

which has the address of Gillin Drive, Gillin Place, Mauldin, South Carolina 29662 (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 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.

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