

This instrument was prepared by:  
Kenneth C. Porter

FILED  
GREENVILLE CO. S. C.

OCT 31 2 59 PM '80 **MORTGAGE**

DONNIE B. TANKERSLEY (Renegotiable Rate Mortgage)  
R.M.C.

NO. 1322 REC. 921

0 9 2 1

THIS MORTGAGE is made this 30th day of October 19 80, between the Mortgagor, GENE M. and REBECCA A. TAPP (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 Seventy-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date October 30, 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 April 1, 2001;

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 in the County of Greenville, State of South Carolina, near Fairview Church and being shown and designated on a plat entitled "Survey for Gene M. Tapp" prepared on July 7, 1978 by W. R. Williams, Jr., P.E./L.S., recorded in Plat Book 6-P, at Page 76 of the R&C Office for Greenville County, South Carolina, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western right-of-way of Owens Road and running thence with said road, N. 14-15E. 348.5 feet to an iron pin; thence turning and running N. 49-40 W. 516.8 feet to an iron pin; thence running S. 53-34 W. 402.7 feet to an iron pin; thence N. 19-35 W. 130.9 feet to an iron pin; thence S. 69-34 W. 13.4 feet to an iron pin; thence turning and running S. 8-15 W. 365.4 feet to an iron pin; thence turning and running S. 75-36 E. 765.1 feet to the point of beginning.

Derivation: MAGGIE H. TALLEY, deed book 1136, page 411, recorded October 30, 1980.

RECEIVED  
STATE OF SOUTH CAROLINA  
RECORDS & CLERK  
GREENVILLE  
NOV 1 1980  
STAMP  
20.00

which has the address of Owens Road Greer South Carolina 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 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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