

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

This instrument was prepared by:
Bozeman & Grayson

FILED
GREENVILLE CO. S. C.

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DONNE TANKERSLEY
R.M.C.

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DONNE TANKERSLEY
MORTGAGE

(Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 30th day of October 19 80, between the Mortgagor, Joe W. Hiller (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 Ninety Thousand and 00/100 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, 2011;

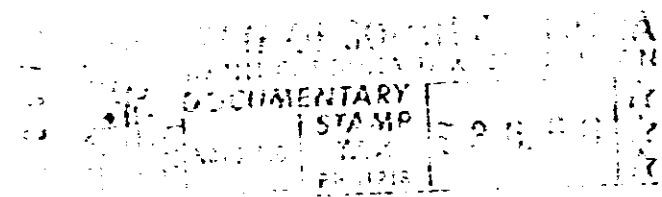
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 7 of a subdivision known as Altamont Forest, Section One, as shown on a plat thereof prepared by Robert R. Spearman, Surveyor, dated January 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-H, at Pages 42 and 43, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Persimmon Lane, at the joint front corner of Lots Nos. 7 and 8 and running thence with the joint line of said lots, N. 70-30 E. 316.03 feet to an iron pin, joint rear corner of Lots Nos. 7 and 8; running thence with the rear line of Lot No. 7, S. 23-04 E. 54.96 feet to an iron pin, joint rear corner of Lots Nos. 6 and 7; running thence with the joint line of said lots, S. 54-59 W. 189.34 feet to an iron pin; thence continuing still with the line of Lot No. 6, S. 79-54 W. 105.0 feet to an iron pin on the eastern side of Persimmon Lane; running thence with the eastern side of Persimmon Lane, N. 40-13 W. 94.46 feet to the point of beginning.

This being a portion of the same property conveyed to the mortgagor herein by deed of Southern Bank and Trust Company recorded October 11, 1976 in the RMC Office for Greenville County in Deed Book 1044, at Page 420.

(continued on last page...)



which has the address of Persimmon Lane, Greenville, South Carolina (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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