

GREENVILLE, S.C.

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CONNOR WYERSLEY R.M.C.

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

BOOK 1532 PAGE 414

MORTGAGE (Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 12th day of February 19 81 between the Mortgagor, Bob Maxwell Builders, Inc. and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION 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-Nine Thousand Three Hundred Dollars, which indebtedness is evidenced by Borrower's note date February 12, 1981 (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 July 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 western side of Wiltshire Court, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 45 on a plat of Windsor Oaks, Section 2, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 13, and having, according to said plat, and a more recent plat entitled "Property of Bob Maxwell Builders, Inc.", prepared by Freeland & Associates, dated October 27, 1980, the following metes and bounds:

BEGINNING at an iron pin on the western side of Wiltshire Court at the joint front corner of Lots 45 and 46, and running thence with the line of Lot No. 46, S. 46-51 W. 213.2 feet to an iron pin; thence S. 80-34 W. 10 feet to an iron pin in the line of Lot No. 28; thence with the line of Lot No. 28, N. 4-08 W. 81.1 feet to an iron pin in the line of Lot No. 27; thence with the line of Lot No. 27, N. 3-29 E. 76 feet to an iron pin in the line of Lot No. 44; thence with the line of Lot No. 44, N. 83-43 E. 143.5 feet to an iron pin on the western side of Wiltshire Court; thence with the curve of the western side of Wiltshire Court, the chord of which is S. 43-52 E. 34.7 feet to the point of beginning.

This is a portion of the identical property conveyed to the Mortgagor herein by deed of Windsor Group, Inc., dated July 31, 1980, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1130, at page 288, on August 1, 1980.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, 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* which has the address of Lot 45, Wiltshire Court, Taylors, S.C. (herein "Property Address");

*the mortgagor fails to pay it.

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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