

FILED
DEC 17 3 09 PM '80
S.C.
WALKERSLEY
R.M.C.

1571
WALKERSLEY
R.M.C.
MORTGAGE

1571-728
This instrument was prepared by:
**Horton, Drawdy, Hagins,
Ward & Johnson, P. A.**

1571 PAGE 728

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 15th day of December 19 80, between the Mortgagor, Williams Street Development Corporation (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 Forty-eight thousand four hundred Dollars, which indebtedness is evidenced by Borrower's note date December 15, 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 January 1st, 2011; fifty and No/100ths

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 unit, situate, lying and being on Village Court, in the City of Greer, County of Greenville, State of South Carolina, being known and designated as Unit 13-A of The Village Townhouses No. 13, Horizontal Property Regime, as is more fully described in Master Deeds dated December 15, 1980 and recorded in Deed Book 1139 at Pages 33 through 73, on December 17, 1980, and further shown on survey and plot plan entitled "Village Greer", dated July 30, 1980, prepared by R. B. Bruce, Surveyor, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7X at Page 39, on September 10, 1980, and in Amendment to Master Deed dated June 1, 1982, recorded in Deed Book 1167, at Page 963, THIS IS A portion of the property conveyed to the Mortgagor herein by deed of Village Greer, a S. C. General Partnership, dated January 10, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1118 at Page 850 on January 14, 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 the 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.

GCTO --- 1 DE 17 80 161
GCTO --- 3 JUN 5 82 006

which has the address of Unit No. 13-A, Village Court, Village Greer S/D, (Street) (City)
Greer, S. C. 29651 (State and Zip Code) (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.

B 2 7 0 1

4328 RV-2