

FILED  
GREENVILLE CO. S. C.  
AUG 18 2 44 PM '80  
DONNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 15th day of August 1980, between the Mortgagor, HARRY M. SPOON, JR. (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 \$92,000.00 Dollars, which indebtedness is evidenced by Borrower's note date August 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 August 1, 2010;

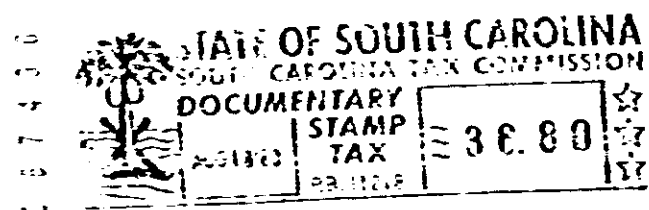
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 State of South Carolina, County of Greenville, being shown as Lot No. 5 on plat of property of John W. Douglas, Jr., plat of which is recorded in the REC Office for Greenville County in Plat Book P, Page 107 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Lake Circle Drive at the joint front corner of Lots Nos 4 and 5 and running thence along the northerly side of Lake Circle Drive N. 58-57 W., 200 feet to an iron pin; thence N. 48-15 E., 360 feet to an iron pin; thence S. 53 E., 200 feet to an iron pin; thence S. 49-07 W., 339.3 feet to the point of beginning.

This is the same property conveyed to the <sup>mortgagor</sup> ~~successors~~ by deed of K. Barry Poe, et al recorded in the REC Office for Greenville County on August 18, 1970, in Deed Book 1131, Page 410

This conveyance is made subject to all easements, restrictions and rights of way, if any, appearing of record affecting this property.



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which has the address of 65 Lake Circle Drive Greenville (City) South Carolina (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.

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