

FILED
GREENVILLE CO. S. C.
AUG 19 10 50 AM '80
DONNIE S. TANKERSLEY
R.M.C.

This instrument was prepared by:
Love, Thornton, Arnold
& Thomason, Attorneys

MORTGAGE
(Renegotiable Rate Mortgage)

BOOK 1511 PAGE 685

THIS MORTGAGE is made this 18th day of August 1980, between the Mortgagor, CECIL GUY GUNTER, JR. AND SUSAN M. GUNTER (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").

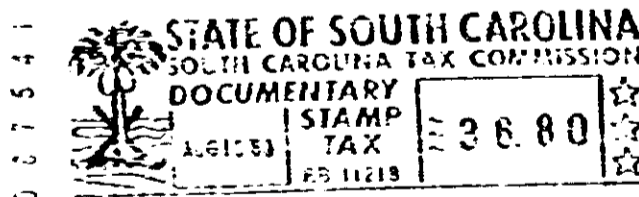
WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY TWO THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note date August 18, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any 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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being shown as Lot No. 70, on Plat of Chanticleer, Section I, recorded in the RMC Office for Greenville County in Plat Book YY at page 97 and being more particularly described on plat entitled "Property of Cecil Guy Gunter, Jr. and Susan M. Gunter" prepared by Freeland & Associates, dated August 16, 1980, recorded in the RMC Office for Greenville County in Plat Book 80 at page 43, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of West Seven Oaks Drive at the joint front corner of Lots No. 71 and 70 and running thence along the joint line of said lots, S. 46-31 W., 188.4 feet to an iron pin; thence N. 52-12 W., 204.0 feet to an iron pin; thence N. 66-03 E., 247.9 feet to an iron pin on the southwestern side of West Seven Oaks Drive at the joint front corner of Lots No. 69 and 70; thence along said West Seven Oaks Drive, S. 33-03 E., 75.2 feet to an iron pin; thence continuing along said West Seven Oaks Drive, S. 42-33 E., 44.8 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by Deed of David E. Stewart and Virginia H. Stewart, dated August 18, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1131 at page 462.



which has the address of 112 West Seven Oaks Drive, Greenville
(Street) (City)
South Carolina (herein "Property Address");
(State and Zip Code)

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.