

FILED
GREENVILLE CO. S.C.

This instrument was prepared by: 1511 771

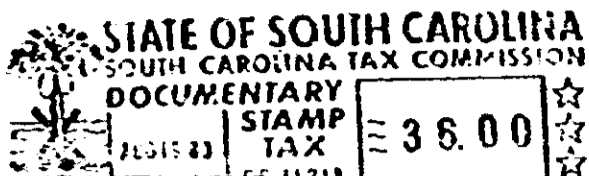
Fidelity Federal Savings & Loan Association
101 East Washington Street
Greenville, S. C.

AUG 19 4 16 PM '80

DONNIE S. TANKERSLEY
MORTGAGE

(Negotiable Rate Mortgage)

07580



THIS MORTGAGE is made this 18th day of August, 19 80, between the Mortgagor, William R. Rowan, III (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 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 January 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 tract of land, with improvements thereon or hereafter to be constructed thereon, situate, lying and being on the northeastern side of Hammett Road near the City of Greenville, in the County of Greenville, State of South Carolina and containing 4.132 acres, according to a plat prepared by Charles F. Webb, R.L.S. entitled "Property of William R. Rowan, III and Judith G. Rowan" and recorded in the R.M.C. Office for Greenville County in Plat Book 82 at Page 45 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Hammett Road at a point 1,562 feet from the intersection of Hammett Road and Brushy Creek Road and running thence along the center of said road S. 47-52 E., 184.25 feet to a spike; thence along the line of this property and property of Brannon, N. 63-14 E., 481.17 feet to an iron pin; thence N. 26-40 W., 399.60 feet to an iron pin; thence S. 61-00 W., 66.04 feet to an iron pin; thence S. 61-27 W., 310 feet to an iron pin; thence S. 16-09 E., 42.5 feet to an iron pin; thence S. 5-05 E., 97.0 feet to an iron pin; thence S. 21-47 E., 54.9 feet to an iron pin; thence S. 49-42 W., 127.51 feet to a spike in the center of Hammett Road, the point and place of beginning.

Together with all the mortgagor's right, title and interest in and to those two easements for ingress and egress granted by Jon P. Lorbach and Sally M. Lorbach recorded in the R.M.C. Office for Greenville County in Deed Book 1131 at Page 531 on the 19 day of August, 1980 and Vernon B. Brannon, II recorded in the R.M.C. Office for Greenville County in Deed Book 1131 at Page 534 on the 19 day of August, 1980.

This is the same property conveyed to the mortgagor herein by deed of Jon P. Lorbach and Sally M. Lorbach recorded in the R.M.C. Office for Greenville County in Deed Book 1084 at Page 858 on the 7th day of August, 1978.

which has the address of Hammett Road Greer
(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 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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