

FILED  
GREENVILLE CO. S. C.  
NOV 13 3 17 PM '80  
DONN E. JANKERSLEY  
R.M.C.

This instrument was prepared by:

**MORTGAGE**  
(Renegotiable Rate Mortgage)

BOOK 1523 PAGE 441

THIS MORTGAGE is made this 31st day of October 19 80, between the Mortgagor, William R. Martin and Ann E. Martin (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 \$100,000.00 Dollars, which indebtedness is evidenced by Borrower's note date October 31, 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 April 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 lot of land, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 24 on plat entitled "Collins Creek, Section Two," dated July 30, 1979 prepared by C.O. Riddle, Surveyor, recorded in the Greenville County R.M.C. Office in Plat Book 7-C at page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of the right-of-way of Collins Creek, at the joint front corner of the within lot and Lot 25, and running thence along said right-of-way N. 80-05 W. 69.58 feet to a point; thence N. 81-25 W. 80.42 feet to a point at the joint front corner of the within lot and Lot No. 23; thence running along the joint line of said lots S. 8-35 W. 251.74 feet to a point at the joint rear corner of the within lot and Lot No. 23; thence S. 83-40 E. 44.88 feet to a point; thence S. 78-45 E. 93.58 feet to a point at the joint rear corner of the within lot and Lot No. 25; thence running along the joint line of said lots N. 11-14 E. 252.98 feet to a point at the joint front corner of the within lot and Lot No. 25, on the southern side of the right-of-way of Collins Creek, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Babbs Hollow Development Company, a General Partnership, dated November 15, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1115 at page 810.

DOCUMENTARY  
STAMP  
\$ 40.00

which has the address of Lot No. 24 Collins Creek 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 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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