MORTGAGE

(Renogotiable Rate Mortgage)

BOOK 1528 PAGE 862

THIS MORTGAGE is made this ...31st...... day of ...December..... 19 ..80....., between the Mortgagor, BOB MAXWELL BUILDERS, INC.. (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 Fifty-Eight Thousand Four Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note date .... (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 .... June 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 piece, parcel or lot of land situate, lying and being on the northern side of Buckingham Way, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 29 on a plat entitled Windsor Oaks, Section II, prepared by Kermit T. Gould, dated February 22, 1979, recorded in the RMC Office for Greenville County in Plat Book 7-C, at page 13, and having, according to a more recent plat entitled "Property of Bob Maxwell Builders" prepared by Freeland and Associates, dated December 16, 1980, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Buckingham Way, at the joint front corner of Lots 29 and 30, and running thence with the northern side of Buckingham Way, S. 80-54-00 W. 143.41 feet to an iron pin; thence turning and running with the eastern side of Buckingham Way, N. 10-20-00 E. 133.49 feet to an iron pin in the line of Lot No. 28; thence with the line of Lot No. 28, N. 80-54-00 E. 99 feet to an iron pin in the line of Lot No. 30; thence with the line of Lot No. 30 S. 09-06-00 E. 125.88 feet to the point of beginning.

This is a portion of the identical property conveyed to the Mortgagor herein by deed of Windsor Group, Inc., dated December 31, 1980, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1135 at page 857, on December 31, 1980 .

which has the address of .Lot 29, Buckingham Way, Windsor Oaks . ...
.... (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.

JULY 1980