

FILED  
GREENVILLE CO. S. C.

JAN 5 3 52 PM '81

JOHN W. HARRISLEY  
R.M.C.

BOOK 1529 PAGE 335  
This instrument was prepared by:

BROWN, BYRD, BLAKELY,  
MASSEY & LEAPHART, P.A.

# MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 8th day of January 19 81, between the Mortgagor, RALPH W. CALLAHAN, JR. and CATHRYN H. HAGOOD (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 One Hundred Forty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 8, 1981 (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 lot of land, located, lying and being in the County of Greenville, City of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat entitled "Replat of Property of Joe W. Hiller, at al", dated June 14, 1968, prepared by R. K. Campbell, recorded in the Greenville County RMC Office in Plat Book PPP at Page 62, and having according to a more recent plat thereof entitled "Property of Ralph W. Callahan, Jr., and Cathryn H. Hagood", dated January 5, 1981, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 2-8 at Page 90, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northwestern side of the right-of-way of Henderson Road at the joint front corner of Lot Nos. 1 and 2 and running thence along said right-of-way S. 55-45 W., 150.0 feet to an old iron pin at the joint front corner of Lots Nos. 2 and 3; thence running along the joint line of said lots N. 34-15 W., 320.36 feet to an old iron pin at the joint rear corner of Lots Nos. 2 and 3; thence running N. 55-43 E., 192.10 feet to a new iron pin at the joint rear corner of Lots Nos. 1 and 2; thence running along the joint line of said lots S. 26-46 E., 323.23 feet to an old iron pin at the joint front corner of Lots Nos. 1 and 2, on the Northwestern side of the right-of-way of Henderson Road, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of William A. Leslie recorded in the Greenville County RMC Office in Deed Book 1140 at Page 449 on the 8th day of January, 1981.

which has the address of 432 Henderson Road, Greenville, South Carolina,  
(Street) (City)  
29607 (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.

JULY, 1980

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