

This instrument was prepared by:
Carter, Philpot,
Johnson & Smith

FILED
GREENVILLE CO. S. C.
AUG 7 9 05 AM '80
DONNA WANNERSLEY
R.M.C.

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 31st day of July 19 80, between the Mortgagor, John Paul McGuire (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 Thirty Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note date August 1, 2010 (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 piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, located in the City of Greer on Pine Street Extension, and being shown and designated as the property of J. O. Burnett Estate on plat made by John A. Simmons, surveyor, dated December 3, 1970, recorded in plat Book SSS, Page 386, Greenville County R.M.C. Office and having the following courses and distances, to-wit:

Beginning at an iron pin on the west side of Pine Street Extension, joint corner of Hazel Gowan and running thence with this line N. 89-37 W., 216.8 feet to point in center of branch (old pin back at 10 feet); thence along the meanders of said branch, center of which is the line N. 25-48., 111.8 feet to a point (new pin back at 10 feet); thence S. 89-30 E., 273 feet to new pin on the west side of said street, thence with said street S. 4-25 W., 100 feet to the beginning corner.

This is the same conveyed to the within mortgagor by Hazel D. Gowan by deed recorded in Deed Book 1129, Page 839, recorded July 25, 1980, Greenville County R.M.C. Office.

which has the address of 201 Pine Street Extension, Greer, South Carolina, 29651 (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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