

FILED
GREENVILLE CO. S. C.

SEP 12 2 35 PM '80

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 12th day of September 19 80, between the Mortgagor, WINSTON S. FLORENCE and KATHY W. FLORENCE (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").

Fifty and No/100

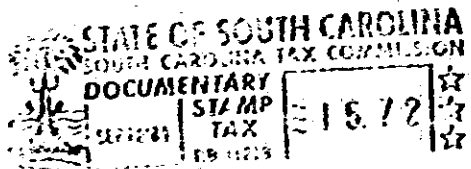
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand Two Hundred Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including 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 September 1, 2005;

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, together with improvements thereon, situate, lying and being at the Southwestern corner of the intersection of Shadydale Court with McSwain Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 51 on plat of McSwain Gardens Subdivision made by C. O. Riddle, Surveyor, dated July, 1954, and recorded in the RMC Office for Greenville County in Plat Book GG at Page 75 and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of Shadydale Court at the joint corner of Lots Nos. 51 and 52 and running thence with the joint line of said lots S. 3-02 E., 218.3 feet to a point; thence N. 80-30 E., 198.9 feet to a point on the Western side of McSwain Drive; running thence N. 30-03 W., 91.5 feet to a point; thence N. 24-48 W., 70 feet to a point; thence N. 53-27 W., 56.8 feet to a point on Shadydale Court; running thence N. 84-34 W., 87 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Frederick E. Garrick and Carol C. Garrick recorded in the Greenville County RMC Office in Deed Book 1133 at Page 184 on the 12 day of September 1980.



107 McSwain Drive, Greenville, which has the address of (Street) 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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