

FILED
GREENVILLE CO. S. C.

SEP 16 1 30 PM '80

BONNIE S. TANNERSLEY
R.M.C.

This instrument was prepared by:
Sasso & Ledford, P.A.

MORTGAGE
(Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 16th day of September 19 80, between the Mortgagor, Thomas J. West and Betsey M. West (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").

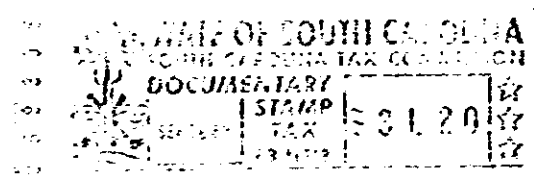
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 16, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including 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, 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the Northwesterly side of Silver Creek Court, being shown as Lot No. 274, Sugar Creek - Section I, on plat entitled "Property of Thomas J. West and Betsey M. West" as recorded in Plat Book 8-F at Page 70, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Silver Creek Court, said iron pin being approximately 201.4 feet from the intersection of Silver Creek Rd. and Silver Creek Court, running thence S. 27-11-47 W. 95.79 feet to an iron pin; thence S. 28-14-08 W. 19.21 feet to an iron pin; thence N. 60-43-42 W. 151.81 feet to an iron pin; thence N. 26-19-37 E. 109.51 feet to an iron pin; thence S. 62-48-13 E. 153.72 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Vernon D. Brannon and Jeanne S. Brannon as recorded in Deed Book 1133 at Page 535, in the RMC Office for Greenville County, S.C., on September 16, 1980.



which has the address of 104 Silver Creek Court Greer, S.C. 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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