

This instrument was prepared by:

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GREENVILLE CO. S. C.

SEP 30 11 15 AM '80

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Renegotiable Rate Mortgage)

BOOK 1518 PAGE 193

THIS MORTGAGE is made this 30th day of September, 1980, between the Mortgagor, JOE B. PEARCE (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").

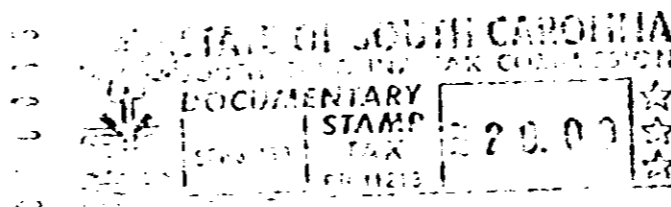
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date September 30, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any 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 October 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 situate, lying and being on the Southwestern side of Echo Drive, Caesar's Head Mountain, Cleveland Township, Greenville County, State of South Carolina, being known and designated as Lot No. 61, Section A, as shown on a plat of property of The Paris Mt.-Caesar's Head Co., prepared by R. E. Dalton, Engineer, dated October 9, 1924, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G at page 123, and having, according to a more recent plat prepared by Webb Surveying & Mapping Co., dated September 26, 1980, entitled "Property of Joe B. Pearce", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-G at page 26, the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of Echo Drive at the joint front corner of Lots Nos. 61 and 63, and running thence with the line of Lot No. 63 S. 60-00 W. 150 feet to an iron pin; thence with the line of the cliff S. 44-28 E. 164.39 feet to a point at the joint rear corner of Lots Nos. 59 and 61; thence with the line of Lot No. 59 N. 35-00 E. 150 feet to an iron pin on the Southwestern side of Echo Drive; thence with the Southwestern side of Echo Drive N. 51-20 W. 50 feet to an iron pin; thence continuing with the Southwestern side of Echo Drive N. 40-10 W. 50 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of W. G. Singleton, dated September 30, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1134 at page 500, on September 30, 1980.



which has the address of Lot 61, Echo Drive, Caesar's Head, Greenville County, (Street) (City) 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 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.

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