

This instrument was prepared by:  
JOHN F. WYATT  
HILL, WYATT & BANNISTER

FILED  
GREENVILLE CO. S. C.  
OCT 7 10 09 AM '80  
DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**  
(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this .....3... day of ...October..... 19 80....., between the Mortgagor,  
COBB BUILDERS, INC. (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 .. SIXTY THOUSAND SEVEN HUNDRED FIFTY  
Dollars, which indebtedness is evidenced by Borrower's note date .. October 3, 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 .....  
..... March 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 lot of land situate on the easterly side of Gaithburg Square, in the County  
of Greenville, State of South Carolina, being shown as Lot No. 36 on plat of Eastgate  
Village Subdivision dated May 15, 1973, prepared by Piedmont Engineers & Architects,  
recorded in Plat Book 4-X, page 31 in the RMC Office for Greenville County, and a  
more recent plat entitled "Property of Cobb Builders, Inc." dated October \_\_, 1980,  
prepared by Carolina Surveying Co., recorded in the RMC Office for Greenville County  
in Plat Book 8-G, page 54, reference is hereby craved to said more recent plat  
for a metes and bounds description thereof.

This is the same property conveyed to the above named mortgagors by deed of  
Threatt Enterprises, Inc. to be recorded of even date herewith.

In addition to and together with the monthly payments of principal and interest under  
the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee  
a monthly premium necessary to carry private mortgage guaranty insurance until the  
principal balance reaches 80% of the original sales price or appraisal, whichever is  
less. The estimated monthly premium for the first nine years will be .02% of the  
original amount of the loan. The estimated monthly premium for each year thereafter  
will be .01% of the original principal balance of this loan. The mortgagee may advance  
this premium and collect it as part of the debt secured by the mortgage if the mortgagor  
fails to pay it.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT  
GREENVILLE COUNTY, SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
24.32  
BY

which has the address of ..... Lot No. 36, Eastgate Subdivision, Gaithburg Square, Greenville  
(Street) (City)  
..... South Carolina..... (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 improve-  
ments 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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