

GREER TANKERSLEY  
R.M.C.  
Nov 3 3 29 PM '80  
DONNIE S. TANKERSLEY  
R.M.C.

1133 1133

## MORTGAGE

THIS MORTGAGE is made this 3rd day of November,  
19 80 between the Mortgagor, Andrew Nick Theodore,  
(herein "Borrower"), and the Mortgagee, First Federal  
Savings and Loan Association, a corporation organized and existing under the laws of the United States  
of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Six Thousand  
Four Hundred Fifty (\$46,450.00) -- Dollars, which indebtedness is evidenced by Borrower's  
note dated November 3, 1980 (herein "Note"), providing for monthly installments of principal  
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on  
December 1, 2010

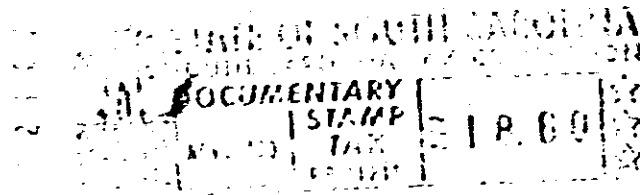
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest  
thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect  
the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein  
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 unit, with all improvements thereon,  
situate, lying and being in the State of South Carolina, County of  
Greenville, being known and designated as Unit No. 3-D of Sugar Creek  
Villas Horizontal Property Regime, as is more fully described in Declaration  
(Master Deed) dated September 15, 1980, and recorded in the R.M.C. Office  
for Greenville County on September 15, 1980, in Deed Book 1133 at Pages  
365-436, inclusive, and survey and plot plan recorded in the R.M.C. Office  
for Greenville County in Plat Book 7-X at Page 40.

This being a portion of the property conveyed to Mortgagor herein by deed  
of Cothran & Darby Builders, Inc. dated November 3, 1980, recorded  
in the R.M.C. Office for Greenville County, South Carolina, in Deed Book  
1136 at Page 639, on November 3, 1980.

This conveyance is made subject to all restrictions and easements as set  
out in the Declaration (Master Deed), Exhibits and Appendices attached  
thereto, recorded plats or as may appear on the premises.

The within Renegotiable Rate Mortgage is modified by the terms and conditions  
of the attached Renegotiable Rate Mortgage Rider which is attached hereto  
and made a part of this mortgage instrument.



which has the address of Building 3, Unit D Greer  
(Street) (City)  
South Carolina 29651 (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 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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