

LOVE, THORNTON, ARNOLD & THOMASON  
File # SGW-11-55  
N. Oacer  
Blz. No. # 540.9-1-55

RECORDED  
NOV 5 10 59 AM '80  
JOHN W. TENNERSLEY  
R.M.C.

This instrument was prepared by:  
Love, Thornton, Arnold  
& Thomason

**MORTGAGE**  
(Renegotiable Rate Mortgage)

BOOK 1523 PAGE 490

THIS MORTGAGE is made this 4th day of November 1980, between the Mortgagor, Gary L. and Frances M. Jordan (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 \$30,000.00 Dollars, which indebtedness is evidenced by Borrower's note date November 4, 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 November 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 southeasterly side of Castlewood Drive, near the City of Greenville, S.C., being known and designated as Lot No. 55 on plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section II", as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4N, pages 36 & 37, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin, the joint front corner of Lots 54 and 55, said iron pin being on the southeasterly side of Castlewood Dr. and running thence with the southeasterly side of Castlewood Dr. N. 38-13 E. 60 feet to an iron pin; thence continuing with the southeasterly side of Castlewood Dr. N. 33-15 E. 63.9 feet to an iron pin; thence continuing with the southeasterly side of Castlewood Dr. N. 30-42 E. 19.9 feet to an iron pin; thence turning and running N. 75-42 E. 35.4 feet to an iron pin on the southerly side of Devenger Rd.; thence turning and running with the southerly side of Devenger Rd. S. 59-18 E. 125 feet to an iron pin; thence turning and running S. 30-42 W. 175 feet to an iron pin, the joint rear corner of Lots 54 and 55; thence turning and running with the common line of said Lots N. 56-51 W. 160.8 feet to an iron pin, the point of beginning.

DERIVATION: Deed of H. J. Martin and Joe O. Charping, recorded December 14, 1973 in Deed Book 990 at page 587.

**Special Provisions:**

1. Mortgagor acknowledges lenders right to exercise Paragraph 17 of Mortgage.
2. Mortgagor acknowledges the loan cannot be assumed.
3. A default in the terms of the mortgage constitutes a default in the Mortgage recorded.

which has the address of .3. Castlewood Drive, Greenville, (Street) (City) South Carolina 29607 (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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