

FILED
GREENVILLE CO. S. C.
NOV 6 11 12 AM '80
DONN L. JANKERSLEY

Mortgagee's Address:
P. O. Box 1268
Greenville, S. C. 29602

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

26367 SW le
C. Douglas Baird et al
542-10-1-5

MORTGAGE

(Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 5th day of November 1980, between the Mortgagor, G. DOUGLAS BAIRD and DEBRA T. BAIRD (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 Thirty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note (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 lot of land situate on the southeastern side of Holly Park Lane in the County of Greenville, State of South Carolina, being shown as Lot No. 114 on a plat of Holly Tree Plantation, Phase II, Section III-B dated April 20, 1978, prepared by Piedmont Surveyors, recorded in Plat Book 6-H at Page 41 in the R. M. C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Holly Park Lane at the joint front corner of Lot 113 and 114 and running thence with Lot 113 S. 52-32 E. 184.56 feet to an iron pin at the joint rear corner of Lot 113 and Lot 114; thence S. 40-22 W. 120 feet to an iron pin at the joint rear corner of Lot 114 and Lot 115; thence with Lot 115 N. 52-30 W. 178.30 feet to an iron pin on Holly Park Lane; thence with said lane N. 37-27 E. 120 feet to the point of beginning.

DERIVATION: Deed of Franklin Enterprises, Inc. recorded July 17, 1978 in Deed Book 1083 at Page 218.

(1) Mortgagor acknowledges that the lender will exercise its option under Paragraph 17 of this mortgage; (2) Mortgagor acknowledges that this loan is not assumable; (3) A default in the terms and conditions of this mortgage will constitute a default in that mortgage recorded in Mortgage Book 1459 at Page 35 executed by C. Douglas Baird and Debra T. Baird on March 2, 1979.

which has the address of 209 Holly Park Lane Simpsonville South Carolina 29681 (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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