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This instrument was prepared by:
H. Michael Spivey
Attorney at Law

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MORTGAGE

(Renogotiable Rate Mortgage)

THIS MORTGAGE is made this 12th day of November 19.80..., between the Mortgagor, Europan Cooper 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").

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as Lot 118 on plat of Gray Fox Run, Section 1, recorded in the RMC Office for Greenville County in Plat Book 5P at page 9, and by a more recent plat of "Property of Furman Cooper Builders, Inc.," prepared by Freeland and Associates on November 11, 1980 and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Gray Fox Square, joint front corner of Lots 117 and 118 and running thence with Lot 117 S. 12-17 E. 130.0 feet to an iron pin on the rear line, joint rear corner of Lots 117 and 118; thence turning and running along the rear line S. 66-29 W. 94.6 feet to an iron pin; thence turning and running along the joint line of Lots 118 and 119 N. 28-29 W. 130.0 feet to an iron pin on Gray Fox Square; thence turning and running along said Square N. 61-31 E. 36.7 feet to an iron pin; thence continuing with said Square N. 69-37 E. 94.7 feet to an iron pin, being the point of BEGINNING.

This is the same property conveyed to the mortgagor 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 -ine 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 (OVER) which has the address of ... Lot 118, Gray Fox Square, Gray Fox Run, Taylors

South Carolina 29687 (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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JULY, 1980

entering season

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