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CONNIE S. TANKERSLEY R.M.C. CONNIE S. TANKERSLEY R.M.C.

MORTGAGE
(Renegotiable Rate Mortgage)

This instrument was prepared by:
Horton, Drawdy, Hagins,
Ward & Johnson, P. A.

~~BOOK 1520 PAGE 760~~
BOOK 1532 PAGE 612

THIS MORTGAGE is made this 16th day of October, 1980, between the Mortgagor, Thomas D. Croft and Elizabeth W. Croft (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 Forty-five thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 16, 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 October 1st, 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 all improvements thereon or hereafter to be constructed, situate, lying and being in the County of Greenville, State of South Carolina, being on the southern side of Woodvale Avenue, in the City of Greenville, being known and designated as Lot No. 251 on plat of Traxler Park, by R. E. Dalton, March, 1923, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F at Pages 114 and 115, and being described more particularly by a recent plat for Thomas D. Croft and Elizabeth W. Croft, prepared by Carolina Surveying Co., dated October 15, 1980, to-wit:**

BEGINNING at an iron pin on the southern side of Woodvale Avenue at the joint corner of Lots No. 250 and 251 and running thence with the line of Lot No. 250 S. 25-23 E. for 189.4 feet to an iron pin; thence running with the line of Lot No. 280 N. 56-00 E. 70.8 feet to an iron pin; thence with the line of Lot No. 252 N. 25-23 W. 185.7 feet to an iron pin on the southern side of Woodvale Avenue; thence with the southern side of Woodvale Avenue S. 58-57 W. 70.4 feet to the beginning corner.

THIS being the same property conveyed the mortgagors herein by deed of Richard A. Rhame, dated October 16, 1980, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 1135 at Page 509 on October 16, 1980.

which has the address of No. 60 Woodvale Avenue, Greenville, S. C. (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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