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## **MORTGAGE**

JOHNIE STANKOTT GAGE is made this. 4th day of August

19.81, between the Mortgagor, Carl D. Fox and Jeannine P. Fox

(herein "Borrower"), and the Mortgagee, FIRST FEDERAL.

SAVINGS AND LUAN ASSOCIATION , a corporation organized and existing under the laws of the United States , whose address is 201 North Main Street. Anderson, South Carolina 29621 (herein "Lender"). This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by

reference and made a part hereof.
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty. Three. Thousand. Five. Hundred and 110/100ths (\$63,500.00)Dollars, which indebtedness is evidenced by Borrower's note dated. August 4, 1981. (herein "Note"), providing for monthly installments of principal and interest,

with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2011 further providing for renewals at intervals of every 3 years with adjustments to interest rates and monthly payments at every renewal; with final maturity on 9/1 at which time the balance of indebtness, if not sooner paid, shall come due and payable.

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 lying, situate and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 74 on a plat of Botany Woods Subdivision, Section II, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ, at Page 79, and being more particularly described according to said plat as follows, to-wit:

BEGINNING at an iron pin on the Northeast side of Arundel Road, joint corner of Lots 75 and 74, and running thence North 87-56 East 180.0 feet to an iron pin; thence running South 03-51 East 98.0 feet to an iron pin; thence running South 14-02 East 14.0 feet to an iron pin; thence running South 80-45 West 185.0 feet to an iron pin; thence running South 80-45 West 185.0 feet to an iron pin on the Northeast side of Arundel Road, joint corner of Lots 74 and 73; thence running with the Northeast side of the street, North 10-01 West 65.0 feet to an iron pin; thence running with the street, North 05-08 West 70.0 feet to the point of BEGINNING."

This being the same property conveyed unto the Mortgagors herein by deed of Helen J. Lewis and recorded simultaneously herewith.

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which has the address of ... 329 Arundel Road, Botany Woods, ... Greenville, ..... (City)

South Carolina, 29615(herein "Property Address"); IState and Zip Codel

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.

SOUTH CAROLINA-I to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT Forms and Worms Incorporated, 315 Whitney Ave., New Haven, CT 08511