

This instrument was prepared by:  
Douglas F. Dent  
Bankers Trust Plaza, Box PP-4  
Greenville, S.C.

GREENVILLE, S.C.  
AUG 18 PM '80  
SHERSLEY

# MORTGAGE

(Renegotiable Rate Mortgage)

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THIS MORTGAGE is made this 5th day of August 19 80, between the Mortgagor, Joan H. Miller (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 Fifty-000 Thousand Two Hundred Dollars, which indebtedness is evidenced by Borrower's note date August 5, 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 August 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the western side of Balfer Drive, Greenville, S. C., being shown and designated as Lot No. 93 on a plat of Wade Hampton Gardens, Section III, made by Piedmont Engineers & Architects dated March 25, 1964, recorded in the RMC Office for Greenville County, S.C., in Plat Book YY at Page 179, reference to which is hereby craved for the metes and bounds thereof.

This being the same property conveyed to the mortgagor by deed from Khalid A. Mir and Farrukh Mir, dated July 29, 1980 to be recorded herewith.

The above described property is conveyed subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

which has the address of 205 Balfer Drive Greenville  
(Street) (City)  
South Carolina (herein "Property Address");  
(State and Zip Code)

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.

JULY 1980

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