This instrument was prepared by: Yarborough, Mauldin & Allison Attorneys at Law

SEP 12 10 49 AH 180

## MORTGAGE

DONNIE S. TANKERSLEY (Renogotiable Rate Mortgage)

800x1515 PAGE 544

THIS MORTGAGE is made this ... 29th ..... day of ..... August .... 19 ... 80 ...., between the Mortgagor, and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the leavest and 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 . Seventy-eight Thousand Bight Hundred Dollars, which indebtedness is evidenced by Borrower's note date .... August . 29, . 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 

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 

ALL that piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being a portion of Lot No. 125, said entire lot being shown on a plat of Forrester Woods, Section 7, prepared by R. B. Bruce, Surveyor, and recorded in the RMC Office for Greenville County in Plat Book 5P at pages 21 and 22. This is a portion of said lot, said portion being more fully described by plat of R. B. Bruce, Surveyor, on a survey for Danco, Inc. dated August 27, 1980, which plat is to be recorded and having the following metes and bounds as shown on said latter plat, to-wit:

BEGINNING at a point on the eastern side of Cherry Hill Road at the joint front corner of Lots Nos. 125 and 126 and running with Cherry Hill Road, N. 27-45 E., 120.3 feet; thence turning and running with the curvature of the intersection of Cherry Hill Road and Burning Bush Lane, N. 67-46 E., 38.3 feet to a point on Burning Bush Lane; thence with said Lane, S. 72-12 E., 80.8 feet to a point; thence turning and running S. 29-15 W., 170.8 feet to a point along the line of Lot No. 126; thence turning and running with the common line of Lots Nos. 125 and 126, N. 58-05 W., 100 feet to the point of beginning.

This is a portion of the same property conveyed to the Mortgagor herein by deed of W. D. Yarborough dated May 9, 1978 and recorded in the R.M.C. Office for Greenville County, S. C. on May 11, 1978 in Deed Book 1078 at page 982.

which has the address of ... Rt. 10, Cherry Hill Road, Greenville, S. C. 29607 (Street)

..... (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 Bottower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SE12

JULY, 1980