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Mortgagee's Address: P. O. Box 1268 Greenville, S.C. 29602 This instrument was prepared by:
Love, Thornton, Arnold
& Thomason (Don McAlister)

## **MORTGAGE**

FILED CREENVILLE CO. S. C.

(Renogotiable Rate Mortgage)

SEP 22 5 CO PH '80

DONNIE & TARKERSLEY

THIS MORTGAGE is made this . 19th ... day of . September. . 1980 ... between the Mortgagor, THREATT ENTERPRISES, 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").

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 lot of land situate on the northwestern side of Georg town Circle in the County of Greenville, State of South Carolina, being shown as the major portion of Lot No. 28 on a plat of Eastgate Village Subdivision dated May 15, 1973 prepared by Piedmont Engineers and Architects, recorded in Plat Book 4X at Page 31 in the R. M. C. Office for Greenville County and also being shown on a plat of the Property of Threatt Enterprises, Inc. dated September 15, 1980, prepared by Freeland & Associates recorded in Plat Book 8-6 at Page 2 in the R. M. C. Office for Greenville County and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Georg town Circle at the joint front corner of Lot 28 and Lot 29 and running thence with Georg town Circle the following courses and distances: S. 69-05 W. 15 feet, S. 51-36 W. 50 feet, and S. 37-10 W. 20 feet to an iron pin at the joint front corner of Lot 27 and Lot 28; thence with a new line through Lot 28 N. 37-08 W. 49.8 feet to an iron pin; thence N. 64-22 W. 57.4 feet to an iron pin at the joint rear corner of Lot 27 and 28; thence N. 34-27 E. 120 feet to an iron pin; thence S. 35-25 E. 136.6 feet to the point of beginning.

This is a portion of property conveyed to Threatt-Maxwell Enterprises, Inc. by deed of C. Lee Dillard, et al. recorded on August 25, 1972 in Deed Book 953 at Page 222 in the R. M. C. Office for Greenville County. The Mortgagor herein is the legal successor to Threatt-Maxwell Enterprises, Inc.

"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 (continued on attached sheet) Pt. Lot 28 Georgtown Cir. EASTGATE

Taylors, SC 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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