This instrument was prepared by:

Post Office Box 1268 Greenville, S.C. 29602

WILLIAM B. JAMES, ATTORNEY

MORTGAGE

GREE CHEO. S. C.

(Renogotiable Rate Mortgage)

SEP 26 2 33 PH '80

THIS MORTGAGE is made this ... 26th ... day of ... September ... 19.80 ... between the Mortgagor, J. W. ROBERTS, 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").

ALL that piece, parcel or lot of land situate, lying and being at the Northeastern corner of the intersection of Log Shoals Road and Gillin Drive, near the Town of Mauldin, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 1 of a plat of property known as Gillin Place, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 44; ALSO, shown as the property of J. W. Roberts by plat prepared by Charles F. Webb, dated September, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 8-G at Page 14, and, according to said latter plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Gillin Drive, at the joint front corner of Lots Nos. 1 and 2, and running thence with the Northern side of said Drive N. 88-42 W. 129.04 feet to an iron pin; running thence N. 62-33 W. 65.91 feet to an iron pin; running thence N. 22-20 W. 39.34 feet to an iron pin on the Eastern side of Log Shoals Road; running thence with the Eastern side of said Road N. 23-28 E. 102.3 feet to an iron pin; running thence S. 60-30 E. 89.72 feet to an iron pin; running thence N. 66-10 E. 115 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; running thence with the joint line of said Lots S. 22-48 W. 89.79 feet; thence continuing with said joint line S. 9-03 E. 84.1 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by Ollie B. Roberts by Deed recorded simultaneously herewith.

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 " DOCUMENTARY mortgage guaranty insurance until the principal balance 1 STAMP reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may Gillin Place Mauldin this premium and collect advance which has the address of ... of the debt secured by the mortgage South Carolina 29662 (herein "Property Address"); mortgagor fails to pay it. if the .

•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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