

FILED  
OFFICE OF REC. S. C.  
OCT 26 AM '80  
DEPT. OF REVENUE  
GREENVILLE, S. C.

This instrument was prepared by:  
Long, Black and Gaston  
Post Office Box 10163, F.S.  
Greenville, S. C. 29603

# MORTGAGE

(Renegotiable Rate Mortgage)

BOOK 1522 PAGE 157

0157

THIS MORTGAGE is made this ..... day of October 19 80....., between the Mortgagor, Andrew H. Pioth and Abigail B. Pioth..... (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").

*QAS  
abp*

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand & no/100 Dollars, which indebtedness is evidenced by Borrower's note date October 17, 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 March 1, 2011.....;

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 tract of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 3 of Rocky Creek Acres, Section II, according to a plat prepared of said subdivision by Freeland and Associates, June 21, 1979, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 37, and to which plat reference is craved for a more complete description thereof.

BEGINNING at an iron pin on the Southern side of Rocky Creek Lane, joint front corner of Lots 3 and 4, and running with said Lane S 88-46 E. 265.0 feet to an iron pin; thence with the joint line of Lots 2 and 3, S. 3-01 E. 313.2 feet to an iron pin; thence running S. 79.41 W. 280.0 feet to an iron pin; thence with joint line of Lots 3 and 4 N. 0-56 W. 368.6 feet to an iron pin, point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Linda Lovett Young, as Trustee, dated March 4, 1980, and recorded March 5, 1980 in deed book 1121 at page 631 for Greenville County

OFFICE OF SOUTH CAROLINA  
RECORDS & DOCUMENTS  
DOCUMENTARY  
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which has the address of 16 Chatelaine Drive....., Greenville, S. C. ....  
..... 29615..... (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.

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