

FILED
GREENVILLE, S.C.

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DONNERSLEY
R.M.C.

This instrument was prepared by:
Foster & Richardson
Greenville, S. C.

BOOK 1521 PAGE 464

MORTGAGE
(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 14 day of November, 1980, between the Mortgagor, Dale L. Birk and Janice L. Birk (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 Eighty Three Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note date November 14, 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 Nov-ember 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 located in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Briarwood Drive and being known and designated as Lot 69 on plat of HOLLY TREE PLANTATION PHASE III SECTION II recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-C at Page 27 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of Briarwood Drive, joint front corner of Lots 69 and 70 and running thence along Briarwood Drive S. 13-04 E. 110 feet to a point at the joint front corner of Lots 68 and 69; thence turning and running along the common line of Lots 68 and 69 S. 76-56 W. 149.73 feet to a point; thence turning and running along the rear line of the instant lot N. 13-08 W. 110 feet to a point; thence turning and running along the joint line of Lots 69 and 70 N. 76-56 E. 149.78 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed from Donald E. Franklin dated November 14, 1980, and recorded in the RMC Office for Greenville County, S. C. November 14, 1980, in Deed Book 1137 at Page 287.

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which has the address of Briarwood Drive, Simpsonville, South
(Street) (City)
Carolina 29681 (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 seized 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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