The within Renegotaible Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

THIS MORTGAGE is made this 10 | Savings and Loan Association, a corporation organized and existing under the laws of the United States

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>Forty Two Thousand</u>
<u>Three Hundred and No/100-----</u> Dollars, which indebtedness is evidenced by Borrower's note dated <u>September 19.1980</u>, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>October 1, 2010</u>

of America, whose address is 301 College 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 certain piece, parcel or lot of land with all improvements constructed thereon, or to be constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the south-western side of Maple Leaf Court, and being known and designated as Lot No. 44 according to a recent survey entitled "Foundation Survey for A. J. Prince Builders, Inc.", White Oak Hills Subdivision, Section 2, dated February 20, 1980 and recorded in the Greenville County RMC Office in Plat Book 7U, page 32, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Maple Leaf Court, 266 feet, more or less, from the intersection of Maple Leaf Court and Green Fern Drive, at the joint front corner of Lots 44 and 45 and running along the common line of said lots, S. 22-38 W. 146.40 feet to an iron pin at the joint rear corner of said Lots 44 and 45; thence N. 63-09 W. 110.0 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence along the common line of said lots, N. 21-40 E. 104.65 feet to an iron pin on the southwestern side of the cul-de-sac of Maple Leaf Court; thence with the curve of said cul-de-sac, the chord of which is N. 82-10 E. 56.5 feet to an iron pin on the southwestern side of Maple Leaf Court; thence along the southwestern side of said Court, S. 72-14 E. 63.0 feet to the point of beginning.

The above described property is a portion of the same acquired by the Mortgagor herein and Bobby Joe Jones Builders, Inc. by deed from L. H. Tankersley recorded May 15, 1979, with an undivided one-half interest in the subject lot being deeded to A. J. Prince Builders, Inc. by Bobby Joe Jones Builders, Inc. and recorded in the Greenville County RMC Office on February 22, 1980.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, 301 College Street,

Greenville, South Carolina Lot 44 White Oaks Hill Subdivision

which has the address of Street

Maple Leaf Count

Maple Leaf Court (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.

SOUTH CAROLINA - 1 to 4 Family -6-75-FINIA/FHLING UNIFORM INSTRUMENT (with amendment adding Para 24)

4328 RV-2