

GA. FILED

RENEGOTIABLE RATE

MORTGAGE

BOOK: 1528 PAGE: 414

THIS MORTGAGE is made this 23rd day of December 1980, between the Mortgagor, Franklin D. Poole and Kimberly C. Poole (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-six thousand one hundred fifty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 1984 (herein "Note"), providing for monthly installments of principal and interest until 9 (end of Initial Loan Term), with 9 Renewal Loan Terms, with adjustments in the interest rate, the initial interest rate being 11 1/8%. The final maturity day of this Mortgage is January 1, 2011.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, as the same may be renegotiated under the terms of the Note at the end of the Initial Loan Term or any Renewal Loan Term, (b) 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 (c) 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 situate, lying and being on the southerly side of Amy Lane, the County of Greenville, State of South Carolina, being known and designated as Lot No. 228 on a plat of Colonial Hills recorded in the RMC Office for Greenville County in Plat Book WW at Page 13, and having according to a more recent plat prepared by James R. Freeland, dated December 22, 1980, and recorded in the RMC Office for Greenville County in Plat Book _____ at Page _____, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Amy Lane at the joint front corner of Lots 228 and 229 and running thence with the joint line of said lot, S. 11-40 E., 147.8 feet to an iron pin; thence S. 79-16 W., 8.9 feet to an iron pin; thence S. 73-31 W., 91.35 feet to an iron pin at the joint rear corner of Lots 228 and 227; running thence with the joint line of said lots, N. 11-40 W., 155.4 feet to an iron pin on the southerly side of Amy Lane; running thence with the said side of Amy Lane, N. 78-20 E., 100.00 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Mortgagors herein by deed of William D. and Patricia Brendle recorded in the RMC Office for the Greenville County in Deed Book 1139 at Page 465 on the 24 day of December, 1980.

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which has the address of 28 Amy Lane Taylor, South Carolina 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 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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