

FILED
RENEGOTIABLE RATE

BOOK 1529 PAGE 89

JAN 2 10 08 AM '81
MORTGAGE

JOHN TANDERSLEY
R.M.C.

THIS MORTGAGE is made this 2nd day of January, 1981, between the Mortgagor, D. Michael Parham and Judith H. Parham (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 one hundred fifteen thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 1981 (herein "Note"), providing for monthly installments of principal and interest until (end of Initial Loan Term), with 6 Renewal Loan Terms, with adjustments in the interest rate, the initial interest rate being 12%. The final maturity day of this Mortgage is

February 1, 2001

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 certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being on the northeastern side of Riverside Drive in the City of Greenville, Greenville County, South Carolina, being part of a subdivision known as Marshall Forest, a plat of which is recorded in the Greenville County RMC Office in Plat Book H, pages 133 through 135, being also shown on plat entitled "Katherine W. Strock Property" recorded in Plat Book 4Z on Page 27, and having according to said plat and a more recent plat entitled "Property of David M. Parham and Judith H. Parham" dated December 11, 1980 by Freeland & Associates, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Riverside Drive, which pin is located 774.6 feet (measured along the right of way of Riverside Drive) from the point of intersection of the southern right of way of Riverside Drive (Brookside Way) and the eastern right of way of Marshall Court, and from said point of beginning, continuing along the northeastern right of way of Riverside Drive, N. 44-13 W. 105.0 feet to an iron pin on said right of way at the corner of property formerly owned by Webster (now owned by Norris); thence leaving Riverside Drive and running N. 47-35 E. 198.3 feet to an iron pin on the southwestern bank of the Reedy River; thence S. 49-27 E. 105.8 feet to an iron pin on the southwestern bank of the Reedy River; thence S. 47-35 W. 208.0 feet to an iron pin on Riverside Drive, being the point of beginning, and being the same property conveyed to the Mortgagors herein by John L. Martini, individually and as Administrator CTA of the Estate of Kaja L. Porteck, deceased, by Deed recorded December 17, 1980, in Deed Book 1139, Page 121, Greenville County RMC Office.

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which has the address of 347 Riverside Drive Greenville, South Carolina 29605 (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.

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