

FILED
GREENVILLE CO. S. C.
SEP 17 2 45 PM '80
DONNIE S. TANKERSLEY
R.M.C.

OCT 2 12 11 PM '80

Closing date: September 17, 1980
(Date Instrument Delivered)

MORTGAGE
RENEGOTIABLE RATE NOTE
(SEE RIDER ATTACHED)

BOOK 1516 PAGE 335
BOOK 1518 PAGE 805

THIS MORTGAGE is made this 17th day of September 1980, between the Mortgagor, R. L. Rucker Builder, Inc. (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

"NOTE" includes all Renewals and Amendments of the Note dated September 17, 1980

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Six Thousand Four Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 17, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 certain piece, parcel or lot of land situate, lying or being in the State of South Carolina, County of Greenville, on the Northwestern side of Sagramore Lane, and being known and designated as Lot No. 86 according to a plat entitled "Holly Tree Plantation, Section 3", said plat being recorded in R.M.C. Office for Greenville County, South Carolina in Plat Book 6-H at Page 81, and having, according to a more recent plat by T.H. Walker, Jr., R.L.S., dated July 25, 1980, entitled "Property of R. L. Rucker Builder, Inc.", the following metes and bounds, to-wit:

Beginning at an old iron pin on the Northwestern side of Sagramore Lane, at the joint front corner of Lots Nos. 86 and 87 and running thence with the common line of said lots, N. 44-52 W. 197.3 feet to an old iron pin at the joint rear corner of said Lots Nos. 24 and 86, N. 46-23 E. 49.6 feet to an old iron pin at the joint rear corner of Lots Nos. 23 and 24; thence with the common line of Lots Nos. 23 and 86, N. 37-59 E. 145.75 feet to a point at the joint corner of Lots Nos. 21, 23 and 86; thence with the common line of Lots Nos. 20, 21 and 86, S. 32-15 E. 217.2 feet to an old iron pin on the Northwestern side of Sagramore Lane; then with the Northwestern side of said Lane, the following courses and distances: S. 55-19 W. 70.9 feet, S. 35-54 W. 52.17 feet and S 31-31 W. 26.8 feet to an old iron pin, the point of the beginning.

This is the same property conveyed to the mortgagor herein by deed of Camelot, Inc., dated September 16, 1980 to be recorded herewith.

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR RRR RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND December 1, 2010. THE INTEREST RATE AND THE PAYMENTS UNDER THE NOTE MAY CHANGE AT THE TIME OF EACH RENEWAL. A COPY OF THE PROVISIONS OF THE NOTE RELATING TO RENEWAL AND CHANGE OF INTEREST RATE AND PAYMENTS IS ATTACHED TO THIS MORTGAGE AS AN EXHIBIT.

which has the address of Lot 86, Sagramore Lane, Holly Tree Plantation, Simpsonville, South Carolina 29681 (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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