

RENEGOTIABLE RATE  
MORTGAGE

1028 4144

OFFICE OF THE RECORDER OF DEEDS  
SOUTH CAROLINA  
THIS MORTGAGE is made this 19th day of December 1980, between the Mortgagor, William R. Heinrich (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 Thirty two thousand two hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 19, 1980 (herein "Note"), providing for monthly installments of principal and interest until June 1, 1984 (end of Initial Loan Term), with 9 Renewal Loan Terms, with adjustments in the interest rate, the initial interest rate being 14.50%. 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, with all buildings and improvements, situate, lying and being on the southern side of Gallivan Street (formerly known as Boxwood Road) in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 6 on a MAP OF NORTHWOOD, made by Dalton & Neves, Engineers, dated June, 1939, recorded in the RMC Office for Greenville County, S. C., in Plat Book J, pages 102 and 103, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Gallivan Street at the joint front corners of Lots Nos. 6 and 7 and running thence along the southern side of Gallivan Street, S. 71-32 E., 70 feet to an iron pin at the joint front corners of Lots No. 5 and 6; thence with the common line of said lots, S. 19-30 W., 203.3 feet to a point in the center line of a creek (iron pin back at 15 feet); thence with the center line of said creek as the line, the traverse of which is N. 80-16 W., 71.2 feet to a point in the center line of said creek at the joint rear corners of Lots Nos. 6 and 7; thence with the common line of said lots, N. 19-30 E., 198.5 feet to the point beginning.

The above property is the same conveyed to the Mortgagor by deed of Sarah W. Kimball to be recorded simultaneously herewith.

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C O N T A C T

which has the address of 304 Gallivan St., Greenville, South Carolina 29609 (herein "Property Address");  
(Street) (City)  
(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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