

RECORDED  
R.M.C.

# ADJUSTABLE MORTGAGE

THIS MORTGAGE is made this 30th day of December 19. 83, between the Mortgagor, Kenneth R. Miller, Jr. and Cindy A. Miller (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

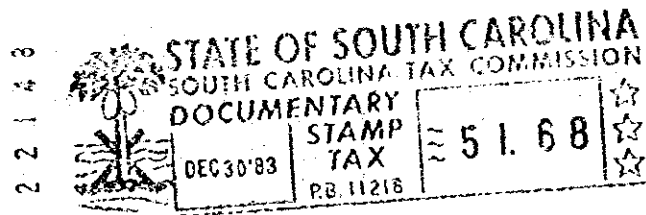
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Twenty-nine Thousand Two Hundred and no/100 (\$129,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014

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 any and all improvements thereon, lying, being and situate on the southwest side of Seven Oaks Drive, in Greenville County, South Carolina, being known and designated as Lot No. Ninety-nine (99) on a final plat of CHANTICLEER, SECTION II, by R.K. Campbell, R.L.S., dated August 30, 1965, and recorded in Plat Book JJJ at Page 71 in the R.M.C. Office for Greenville County, and having such courses and distances, metes and bounds as will be shown by reference to said plat, which plat is incorporated herein by reference.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is the identical property conveyed to the mortgagors by Elizabeth Mote Lyons, Dana Lyons Bean, Randel Vincent Lyons, and John Martin Lyons by deed recorded simultaneously herewith.



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which has the address of 416 Seven Oaks 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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