## MORTGAGE

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RENEGOTIABLE RATE NOTE

----August-----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 August 28, 1980  $\overline{\mathbf{W}}_{\mathsf{HEREAS}}$ . Borrower is indebted to Lender in the principal sum of  $\mathsf{Thirty}$  . Seven . Thous and . Nine . . Hundred Fifty and no/100------Bollars, which indebtedness is evidenced by Borrower's note dated August 28, 1980 ---- therein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September. 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 and being in the State of South Carolina, County of Greenville, City of Simpsonville, being shown and designated as Lot 258 on plat of Westwood South Section 1, as recorded in the RMC Office for Greenville County in Plat Book 6H, Page 57 and according to a more recent plat of John Michael Murray and Iris Kay Murray as prepared by Carolina Surveying Company dated August 27, 1980 and recorded in the RMC Office for Greenville County in Plat Book 8-e, Page 5, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of Shagbark Court at the joint corner of Lot 258 and 256 and running thence with said Shagbark Court N. 35-50 W., 31.85 feet to an iron pin; thence still with said Court N. 19-07 W., 85.0 feet to an iron pin; thence continuing with said Court N. 10-25 W., 24.0 feet to an iron pin; thence with the intersection of Shagbark Court and Davenport Road the chord of which is N. 38-48 E., 32.68 feet to an iron pin on the edge of Davenport Road; thence with said Road N. 88-00 E., 85.0 feet to an iron pin, joint front corner of Lot 258 and 259; thence with the common line of said Lots S. 7-04 E., 151.23 feet to an iron pin, joint rear corner of Lot 258, 259 and 256; thence with the common rear line of Lot 258 and 256 S. 83-40 W., 73.7 feet to an iron pin on the edge of Shagbark Court, the point of beginning, and being the identical property conveyed to the mortgagors by ded of Rickey S. and Norma P. Raines

to be recorded on even date herewith.
NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND September 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 .. 101 Shagbark Court

South Garolina . 29681 (herein "Property Address"); [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 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 tisted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.