

GR... FILED  
S.C.

Closing Date: December 30, 1980  
(Date Instrument Delivered)

**MORTGAGE**  
RENEGOTIABLE RATE NOTE  
WEMBERLY (See Rider Attached)

1528 006

THIS MORTGAGE is made this 30 day of December 19 80, between the Mortgagor, Bishop Builders, 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 December 30, 1980. WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Seven Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 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 April 1, 2011.

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, Town of Simpsonville, being shown and designated as Lot 53 on plat of Wemberly Way as prepared by Campbell & Clarkson Surveyors dated June 17, 1974 and recorded in the RMC Office for Greenville County in Plat Book 7C, Page 39, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of Wemberly Drive at the joint front corner of Lots 52 and 53 and running thence with the common line of said Lots S. 84-24 W., 174 feet to an iron pin, joint rear corner of said Lots; thence along the rear of Lot 53 N. 1-24 W., 125 feet to an iron pin, joint rear corner of Lots 53 and 54; thence with the common line of said Lots S. 87-04 E., 167 feet to an iron pin, joint front corner of said Lots on Wemberly Drive; thence with the edge of said Drive S. 3-10 W., 20 feet to an iron pin; thence still with the edge of said Drive S. 7-29 E., 80 feet to an iron pin, the point of beginning.

This is the identical property as conveyed to the mortgagor by deed of Tri-Co Investments, Inc. to be recorded on even date herewith.

GC TO ----- 3 DE 31 80 1501

NOTICE! THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND April 1, 2011. 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 53, Wemberly Drive, Wemberly Way, 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 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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