

**MORTGAGE**

RENEGOTIABLE RATE  
See Rider Attached

DONNIE S. FINNERSLEY

THIS MORTGAGE is made this 26th day of September 1980, between the Mortgagors, Terrill A. Rees and Cheryl A. Rees

(herein "Borrower"), and the Mortgagee, HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S.C. 29360. (herein "Lender").

This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by reference and made a part hereof.

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$41,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 26, 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 September 1, 2010 further providing for renewals at intervals of every 3 years with adjustments to interest rates and monthly payments at each renewal; with final maturity on 9-1-2010 at which time the balance of indebtedness, if not sooner paid, shall come due and payable.

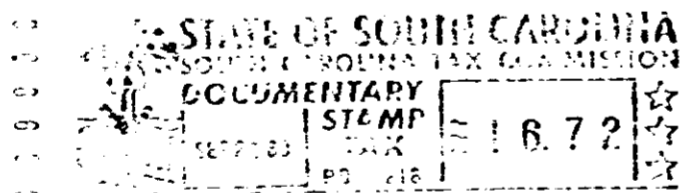
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land situate, lying and being on the western side of Brookmere Road in the City of Simpsonville, County of Greenville, State of South Carolina, being known and designated as Lot No. 50, Section IV, Bellingham, as shown on a plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P at Page 48, and having according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the western side of Brookmere Road, 221.7 feet more or less south of Stokes Road, at the joint corner of Lots 50 and 51 and running thence along Brookmere Road S. 07-12 W. 80 feet to an iron pin at the joint front corner of Lots 50 and 49; thence with the line of Lot 49 N. 82-48 W. 150 feet to an iron pin at the joint rear corner of Lots Nos. 49 and 50; thence running N. 7-12 E. 80 feet to an iron pin at the joint rear corner of Lots 50 and 51; thence with the line of Lot No. 51 S. 82-48 E. 150 feet to an iron pin which is the POINT OF BEGINNING.

This being the same property conveyed to the Mortgagors herein by Deed of Barry L. Cross and Katherine A. Cross, dated September 26, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1134, Page 311.

This property being subject to any restriction and easements of record.



which has the address of 601 Brookmere Road, Simpsonville, S. C. 29681

[Street]

[City]

(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 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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