

Closing Date 10 December 1980
(Date Instrument Delivered)

MORTGAGE

RENEGOTIABLE RATE NOTE
(See Rider Attached)

1527-173

THIS MORTGAGE is made this 10th day of December 1980 between the Mortgagor, Balentine Brothers 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 10 December 1980. WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Two Thousand Eight Hundred and No/100 (\$52,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated 10 December 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 1 March 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 in the County of Greenville, State of South Carolina, on the southerly side of Crowdale Court, being shown and designated as Lot No. 147, on plat of Gray Fox Run, Section 2, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7 C", at Page 58, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Crowdale Court, joint front corner of Lots Nos. 146 and 147, and running thence S. 2-17 W. 158 feet to an iron pin; thence N. 87-24 W. 95 feet to an iron pin, joint rear corner of Lots Nos. 147 and 148; thence with the joint lines of said lots, N. 2-17 E. 158 feet to an iron pin on the southerly side of Crowdale Court; thence with the southerly side of Crowdale Court, S. 87-24 E. 95 feet to an iron pin, the point of BEGINNING.

The within is a portion of that property heretofore conveyed to the mortgagor by deed of Threatt Enterprises, Inc., recorded 20 June 1979, RMC Office for Greenville County, S. C., in Deed Book 1105, at Page 176.

MORTGAGEE'S MAILING ADDRESS: 99 Pinehurst Drive, Mauldin, South Carolina 29662.

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND March 1st, 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 No. 147, Gray Fox Run, Section 2, Crowdale Court, Greenville (Street) (City)
County, South Carolina (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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