

RENEGOTIABLE RATE

MORTGAGE

1527-031

GF
S.C.
PH '80
ESLEY

THIS MORTGAGE is made this Twelfth (12th) day of December 1980, between the Mortgagor, Charles S. Weems and Miriam M. Anderson (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of The 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 Forty seven thousand and six hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 1980 (herein "Note"), providing for monthly installments of principal and interest until June 1, 1984 (end of Initial Loan Term), with 2 Renewal Loan Terms, with adjustments in the interest rate, the initial interest rate being 11 1/8%. The final maturity day of this Mortgage is January 1, 2011.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, as the same may be renegotiated under the terms of the Note at the end of the Initial Loan Term or any Renewal Loan Term, (b) 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 (c) 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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 20-A as shown on plat entitled Doyle R. Peace and Dover Townhouses #20, dated September 20, 1980, prepared by R. B. Bruce, RLS, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 8-J at Page 24 on December 4, 1980, and as more fully described in Master Deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 1116 at Page 244 on November 16, 1979.

This is the same property conveyed to the Mortgagors herein by deed of Doyle R. Peace, dated December 12, 1980, and recorded in the RMC Office for Greenville County in Deed Book 138 at Page 957 on December 16, 1980.

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which has the address of 142 Devonwood, Court, Greenville, South Carolina (herein "Property Address");
(State and Zip Code)

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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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