

Mortgagee's mailing address: P. O. Box 937, Greenville, S. C. 29602

RENEGOTIABLE RATE

FILED
GR: ... S. C.

MORTGAGE

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BOOK 1529 PAGE 227

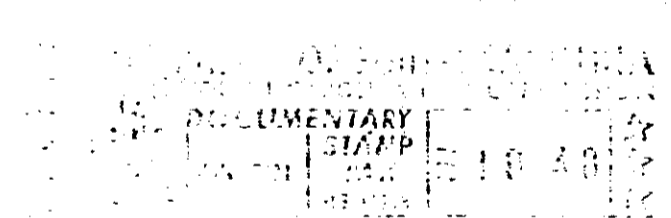
THIS MORTGAGE is made this 5th day of January, 1981, between the Mortgagor, Robert W. Smith (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-eight thousand six hundred eighty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1981 (herein "Note"), providing for monthly installments of principal and interest until June 1, 1984 (end of Initial Loan Term), with nine 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 February 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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 4-D of Sugar Creek Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County, S. C. on September 15, 1980 in Deed Book 1133, at Pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7X, at Page 40.

This being the same property conveyed to the mortgagor herein by deed of Cothran & Darby Builders, Inc., of even date, to be recorded herewith.



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which has the address of Dr. Sugar Creek Villas, Greer, South Carolina (herein "Property Address");
[Street] [City]
[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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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