

DONNIE S. TANKERSLEY
FILED R.M.C.
CO. S.C.

Closing Date: January 9, 1981
(Date Instrument Delivered)

JAN 9 12 25 PM '81

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE
RENEGOTIABLE RATE NOTE
(See Rider Attached)

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THIS MORTGAGE is made this 9th day of January 1981, between the Mortgagor, R. L. Rucker Builder, 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 January 9, 1981

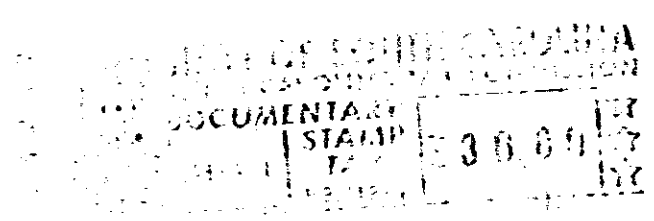
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 9, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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 lot of land situate on the western side of Chestnut Oaks Circle, in the County of Greenville, State of South Carolina, being shown as Lot No. 121 on plat of Holly Tree Plantation, Phase III, Section 2, dated April 3, 1979, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 7-C at Page 27, in the RMC Office for Greenville County, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chestnut Oaks Circle at the joint front corner of Lot 121 and Lot 122 and running thence with Lot 122 N. 80-04 W. 176 feet to an iron pin at the joint rear corner of Lot 121 and Lot 122; thence with Lot 119, N. 5-55 W. 60.52 feet to an iron pin at the joint rear corner of Lot 102 and Lot 121; thence with Lot 120, N. 76-02 E. 175.02 feet to an iron pin on Chestnut Oaks Circle; thence with said circle the following courses and distances: S. 19-28 E. 5 feet, S. 10-17 E. 85 feet, S. 9-04 W. 45 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Donald E. Franklin dated January 9, 1981 to be recorded herewith.



NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND May 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 121, Chestnut Oak Circle, Holly Tree Plantation, Simpsonville, S. C. 29681 (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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