

Mortgagee's Mailing Address: 301 College Street, Greenville, S. C. 29601

FEB 2 2 59 PM '81

BOOK 1531 PAGE 441

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

RENEGOTIABLE RATE MORTGAGE

THIS MORTGAGE is made this 30th day of January, 1981, between the Mortgagor, W. Daniel Hucks and Cynthia A. Hucks, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy One Thousand Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 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 February 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 185 on a plat of Canebrake, Section II prepared by Arbor Engineering, Inc., dated November 21, 1979 and recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 79 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the northerly intersection of Tarleton Way and Woods Road and running thence through said intersection S. 32-06 W. 38.45 feet to an iron pin at the southerly point of said intersection; thence running along the northerly side of Woods Road S. 82-21 W. 9.40 feet to an iron pin; thence continuing along the northerly side of Woods Road S. 81-50 W. 102.75 feet to an iron pin; thence running along a joint line with Lot 211 N. 18-10 W. 95.0 feet to an iron pin; thence running along a joint line with Lot 186 N. 87-48 E. 145.61 feet to an iron pin on the westerly side of Tarleton Way; thence running along the western side of Tarleton Way S. 18-10 E. 49.93 feet to an iron pin at the northerly intersection with Woods Road, being the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Davidson-Vaughn, a S. C. Partnership of even date and to be recorded herewith.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of Lot 185 Canebrake Greer
(Street) (City)
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 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.

NOTE --- FEB 28 1981 655

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