

GREENVILLE CO. S. C.

Closing Date: February 2, 1981  
(Date Instrument Delivered)

FEB 3 10 22 AM '81

DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**  
RENEGOTIABLE RATE NOTE  
(See Rider Attached)

BOOK 1531 PAGE 503

THIS MORTGAGE is made this 2nd day of February 1981 between the Mortgagor, Foothills Delta P., 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 February 2, 1981

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 115 Briarwood Drive, on plat of HOLLY TREE PLANTATION, PHASE III, SECTION II, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 27, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor by deed of Donald E. Franklin dated February 2, 1981, recorded herewith.

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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 115 Briarwood Drive Simpsonville, S. C. 29681 (herein "Property Address");

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".

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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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