

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

FILED
GREENVILLE CO. S. C. **MORTGAGE**
RENEGOTIABLE RATE NOTE
FEB 10 3 30 PM '81 (See Rider Attached)

BOOK 1532 PAGE 200

THIS MORTGAGE is made ~~BY~~ **HELEY** 9th day of February 19. 81, between the Mortgagor, **James A. Griffith** (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 9, 1981. WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100ths (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 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 March 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 tract of land, together with improvements thereon situate on and located in the Town of Simpsonville, City of Greenville, State of South Carolina, and being shown and designated as Lot Number Seventy-Three (#73) on plat of Wemberly Way Subdivision, recorded in the RMC Office of Greenville County in Plat Book 7C, Page 39, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the Northeast edge of Westminister Street, joint front corner of Lots #73 and #74, and running thence N. 20-02 E., 154.6 ft. to an iron pin; thence turning and running along joint line of Lot #67, N. 71-09 W., 100 ft., to an iron pin; thence turning and running S. 19- 59 W. 158.1 ft. to an iron pin in the Northeast edge of Westminister Street, joint front corner of Lots #72 and #73; thence along said Westminister Street S. 73-07 E., 100 ft. to an iron pin, the point of beginning.

THIS being the same property this date conveyed to James A. Griffith by Deed of Tri-Co Investments, Inc., to be recorded simultaneously herewith.

GCTO -----3FE1081 141

NOTICE: THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS FOR AUTOMATIC RENEWAL OF SUCH NOTE FOR SUCCESSIVE PERIODS NOT TO EXTEND BEYOND March 1, 2011. THE INTEREST RATE AND THE PAYMENTS UNDER THE NOTE MAY CHANGE AT THE TIME OF EACH RENWAL. 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 #73, Wemberly Way Subdivision, Simpsonville, SC, (Street) (City) (State and Zip Code) (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".

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.

0206

4328 RV-2