

GR: FILED  
1981  
SOUTH CAROLINA  
PH '81  
RSLEY

Closing Date: May 1, 1981  
(Date Instrument Delivered)

R.A. Gantt RE 81-28

# MORTGAGE

RENEGOTIABLE RATE NOTE  
(See Rider Attached)

1539 879

THIS MORTGAGE is made this 1st day of May, 1981 between the Mortgagor, NICK J. AND GERMAINE PLESCIA (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 May 1, 1981. WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-six thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated (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 with all improvements thereon situate lying and being the State of South Carolina, County of Greenville, on the south side of Rose Wood Drive being shown as Lot 73 on a plat of Pine Brook Forest Section I prepared by Robert R. Spearman and being recorded in plat book 4X at page 48 RMC Office for Greenville County and having the following metes and bounds to wit:

BEGINNING at an iron pin the southern side of Rose Wood Drive at the joint front corner of lots 73 and 74; and running with the joint line of said lots S10-35E 150.6 feet to an iron pin; thence with the rear of lots 73 and 56 N 73-25 E 130 feet to an iron pin; thence with the joint line of lots 73 and 72 N 16-35 W 150 feet to an iron pin on the south side of Rose Wood Drive; thence with said drive S 73-25 W 115 feet to an iron pin the point of BEGINNING.

This is the same property as that conveyed to Nick J. Plescia and Germaine Plescia by deed of J. E. Meadors dated and recorded concurrently 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.

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which has the address of Lot 73, Rosewood Drive, Pine Brook Forest Subdivision, (Street) (City)  
Greenville, S. C. (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.

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