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THIS MORTGAGE is made this day of July between the Mortgagor, Michael L. Fass and Diane Fass

(herein "Borrower"),
and the Mortgagee, Security Federal Savings & Loan Association, a corporation
organized and existing under the laws of South Carolina, whose address
is East Camperdown Way, Greenville, South Carolina (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Forty-three Thousand Six Hundred and No/100 (\$43,600.00)Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 10, 2003

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: lying, being and situate at the northeastern intersection of Red Fox Court and Red Fox Trail, near the City of Greenville, being shown and designated as Lot 13 on plat entitled "Final Plat Revised Map II, Foxeroft, Section II" prepared by C. O. Riddle, Surveyor, dated July 15, Foxeroft, Section II" prepared by C. O. Riddle, Surveyor, dated July 15, 1971, recorded in the RMC Office for Greenville County in Plat Book 4N at page 37 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Red Fox Trail, joint front corner of Lots 13 and 14 as shown on the aforesaid plat and running thence along and with the joint property line of said two Lots, N. 74-15 E. 152.2 feet to an iron pin; thence S. 16-22 E. 135.4 feet to an iron pin at the joint rear corner of Lots 12 and 13 as shown on the aforesaid plat; thence running along and with the joint property line of said last two mentioned Lots, S. 76-14 W. 159.1 feet to an iron pin on the eastern side of Red Fox Trail, N. 12-57 W. 65 feet to an iron pin; thence continuing along and with the eastern side of Red Fox Trail N. 13-55 W. 65 feet to the beginning point.

This being the identical property conveyed to the Mortgagor herein by Deed of M. G. Proffitt, Inc. to be recorded forthwith in the said RMC Office.

For a more complete description, see the aforesaid plat.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances occurred by this Mortgage.

SOUTH CAROLINA-FREMC-1/72-1 to 4 family

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