

# MORTGAGE

THIS MORTGAGE is made this 28th day of December, 1978 between the Mortgagor, Albert Kleemann and Katharina H. Kleemann, (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").

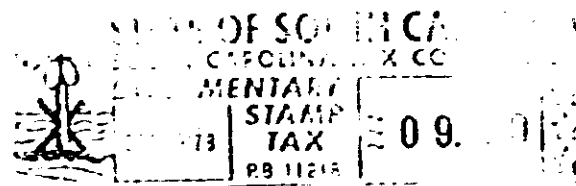
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Three Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1999.....;

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 \_\_\_\_\_, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being on the western side of Capriole Court, near the City of Greenville, in the County of Greenville, State of South Carolina, known and designated as Lot No. 163 of a subdivision known as Heritage Lakes plat of which is recorded in the RMC Office for Greenville County in Plat Book 6H, at page 17, and, according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Capriole Court, at the joint front corner of Lots 162 and 163, and running thence with the joint line of said lots, S. 87-24-56 W., 218.77 feet to an iron pin; running thence N. 02-48-00 W., 127.17 feet to an iron pin, joint rear corner of Lots 163 and 164; running thence with the joint line of said lots, S. 89-52-54 E., 200.25 feet to an iron pin on the western side of Capriole Court; running thence with the western side of Capriole Court, S. 11-51-27 E., 119.28 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of R. & B. Construction, Inc., of even date, to be recorded herewith.



which has the address of Rt. 1, Capriole Court Simpsonville,  
(Street) (City)  
S. C. 29681 (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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