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MORTGAGE

VOL 1400 FILE 517

DONNIE S. TANKERSLEY R.M.C.

THIS MORTGAGE is made this. 4th

19.79, between the Mortgagor, Williams Street Development Corp.

(herein "Borrower"), and the Mortgagee, Carolina Federal

Savings and Loan Association

under the laws of South Carolina whose address is 500 East Washington

Street, Greenville, South Carolina (herein "Lender").

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 piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina and being shown as Dove Tree, Lot part 64 and Lot part 63, on plat prepared by Freeland & Associates, April 9, 1979, recorded in the RMC Office in Plat Book 7-E, Page 49, (being a portion of Lots 64 and 63 on plat of Dove Tree Subdivision prepared by Piedmont Engineers & Architects and recorded in Plat Book 4X, pages 21, 22 & 23) and having according to the plat of Freeland and Associates the following metes and bounds:

BEGINNING at an iron pin at the northwestern corner of Lot 64 and running thence N. 44-27 E. 35.0 feet to an iron pin; thence N 55-24 E. 101.3 feet to an iron pin; thence N 55-24 E. 20.0 feet to a new iron pin; thence along the new lot line for Lots 64 and 63, S. 28-37 E. 83.4 feet to a new iron pin; thence along the same course 63.1 feet to a new iron pin on the north side of Dove Tree Road; thence along the northern side of Dove Tree Road S. 46-18 W. 30.0 feet to an iron pin; thence continuing along Dove Tree Road S. 37-30 W. 70.0 feet to an iron pin; thence along the common line of Lots 64 and 65, N 49-33 W. 171.2 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by Caine Company, Inc. by deed dated May 4, 1979 and recorded herewith in the RMC Office in Deed Volume 10, Page 90 and a portion of the property conveyed to the mortgagor by Deed of P. Edwin Good, Jr. and Peggy E. Good by deed dated May 4, 1979 and recorded herewith in Deed Volume 10, Page 90.

which has the address of Dove Tree Road, Greenville, S.C.

29615 (Street) (City)

[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.

802

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MORTGAGE