

Mortgagee's mailing address: 301 College St., Greenville, S. C. 29601

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# MORTGAGE

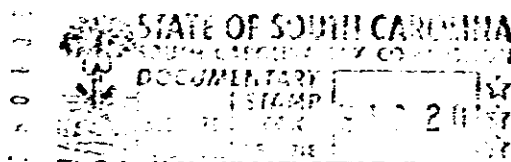
THIS MORTGAGE is made this 31st day of July, 1979, between the Mortgagor, David J. Roth and Deborah K. Roth, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand Four Hundred Fifty and 00/100 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 August 1, 2004.

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 14 of the Highlands Horizontal Property Regime as is more fully described in Master Deed dated August 25, 1972, and recorded in the RMC Office for Greenville County in Deed Volume 953 at Page 113-182, and survey and plot plans recorded in Plat Book 4S at Pages 20, 21 and 22, as amended by First Amendment to Master Deed dated March 5, 1974 and recorded in the RMC Office for Greenville County in Deed Vol. 996 at Pages 45-99, inclusive, said new survey and plot plans being recorded in the RMC Office for Greenville County in Plat Book 5F at Pages 18-20.

This being the same property conveyed to the mortgagors by deed of American Development Company, a Partnership, of even date, to be recorded herewith.



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which has the address of Unit 14, The Highlands Condominium, Greenville, South Carolina (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 seized 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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