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Carolina Federal Savings & Loan Association corporation organized and existing under the laws of Post Office Box 19148, Greenville, S. C. 29603 herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of . Twenty .two .Thousand Five ...

Hundred Seventy-four and 03/100 ... Dollars, which indebtedness is evidenced by Borrower's note dated. Compared to the indebtedness, if not sconer paid, due and payable on October 1, 2010

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 those certain pieces, parcels or lots of land in Greenville County, State of South Carolina, on the Western side of Windemere Drive, in Chick Springs Township, being shown and designated as Lots Nos. 44 and 45 on Map No. 2 of Cherokee Forest, recorded in Plat Book EE, at page 191, and having, according to said plat, the following metes and bounds, to-wit;

LOT NO. 44: Beginning at an iron pin on the Western side of Windemere Drive, at the joint front corner of Lots Nos. 44 and 43, and running thence with the line of Lot No. 43, S. 56-30 W. 175 feet to an iron pin: thence S. 33-30 E. 100 feet to an iron pin at rear corner of Lot No. 45; thence with the line of Lot No. 45, N. 56-30 E. 175 to an iron pin on Windemere Drive; thence with the Western side of Windemere Drive, N. 33-30 W. 100 feet to the point of beginning. LOT NO. 45: Beginning at an iron pin on the western side of Windemere Drive, at the front corner of Lots No. 44 and 45 and running thence with the line of Lot No. 44, S. 56-30 W. 175 feet to an iron pin; thence S. 33-30 E. 100 feet to an iron pin in the center of drainage easement and corner of Lot No. 46; thence with said drainage easement and line of Lot No. 46, N. 56-30 E. 175 feet to an iron pin on Windemere Drive; thence with the western side of Windemere Drive, N. 33-30 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Joesph T. and Loal U. Marshall of even date herewith and recorded in Deed Book 1/33 at page 528.

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, appurenances, 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 feasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower coverants that Borrower is lawfully seised of the estate hereby conveyed and has the right to morrgage, grant and convey the Property, that the Property is unencombered, 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.

SOUTH CAROLINA-1 to 4 Family - 6 75 LEMMA FRENC ENJERRE INSTRUMENT

MORTGAGE

4328' RV.2

193 Bar 253 B