FILED JUN 6 1983 Donnie S. Tankersley.

MORTGAGE

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THIS MORTGAGE is made this 25th. day of May 19-83 between the Mortgagor, James K. Stone, Jr. (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$ 2**,** 590**,** 0.4 which indebtedness is evidenced by Borrower's note dated May 25, 1983..... and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on ...J.une. .10,...1988......

TO SECURE to Lender 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. 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 lot of land with the buildings and improvements thereon lying and being on the southerly side of Woodvale Avenue, in the City of Greenville, South Carolina, being known and designated as Lot No. 241 on plat entitled "Traxler Park" as recorded in the RMC Office for Greenville County, S. C. in Plat Book F, pages 114 and 115, and according to a more recent plat prepared for James K. Stone, Jr., by Caroling Surveying, dated September 13, 1979, to be recorded, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Woodvale Avenue, said pin being the joint front corner of Lots 240 and 241 and running thence along the southerly side of Woodvale Avenue N. 64-37 E. 70 feet to an iron pin, the joint front corner of Lots 241 and 242; thence, running with the common line of said lots S. 25-23 E. 220 feet to an iron pin, corner of Lot 290; thence, running with the line of Lot 290 S, 62-34 W. 70.05 feet to an iron pin, corner of Lot 240; thence, running along the line of Lot 240 N. 25-23 W. 222.5 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Grantors herein by deed of Lillie Berry Smith, dated August 15, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1062 at Page 685, on August 16, 1977.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

which has the address of 32. Woodvale Avenue, Greenville, 29605 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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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