

REFILED
JUN 17 1983
K.M.C.
WYATT
KERSLEY

89. 1311 0024

MORTGAGE

THIS MORTGAGE is made this 17th day of June 1983, between the Mortgagor, Dale S. Wyatt and Minnie S. Wyatt (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 Sixty Thousand and no/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 17, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2013;

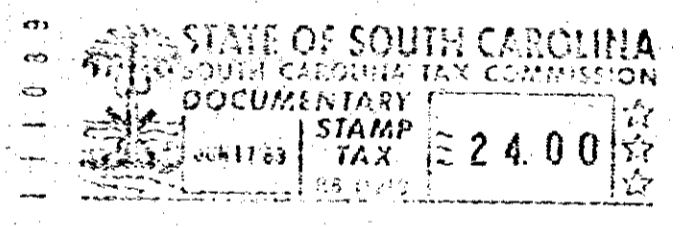
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land, with any and all improvements thereon, lying, being in situate in Greenville County, South Carolina, being shown and designated as Lot No. 53 on a plat entitled "Holly Tree Plantation, Phase III, Section II" by Piedmont Engineers, Architects and Planners, dated April 3, 1979, and recorded in Plat Book 7-C at Page 27 in the R.M.C. Office for Greenville County, and having such courses and distances, metes and bounds as will be shown by reference to said plat, which plat is incorporated herein by reference.

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.

This is the identical property conveyed to the Mortgagor by Donald E. Franklin and Franklin Enterprises, Inc. by deed recorded simultaneously herewith.

The above described property is located on the southeastern side of Chestnut Oaks Circle.



5.88
680111

which has the address of 302 Chestnut Oaks Circle, Simpsonville, South Carolina, 29681 (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 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.

9924

4328-72