

1021-377

FILED MORTGAGE  
GREENVILLE S.C.

THIS MORTGAGE is made this 3<sup>rd</sup> day of August, 1983, between the Mortgagor, Jerry & Steve Lister Realty Co., a Partnership (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 Twenty Four Thousand Three Hundred and no/100 (\$24,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 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 September 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 condominium unit known and designated as Unit No. 12-D, Building F, of Wildaire-Merry Oaks Horizontal Property Regime I and II as created by that certain Master Deed establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, recorded in the Greenville County RMC Office in Deed Book 1151 at Page 856, as amended by First Amendment to Master Deed Establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, recorded in the Greenville County RMC Office in Deed Book 1171 at Page 817, together with the undivided interests allocated to said unit in all common elements, both general and limited, as set forth in said Master Deed, as amended, and subject to all restrictions, rights-of-way, easements, covenants, and other conditions as set forth in the Master Deed, as amended, creating Wildaire-Merry Oaks Horizontal Property Regime I and II.

This is a part of the property conveyed to the Mortgagor by deed of Wildaire-Merry Oaks Partnership of even date to be recorded herewith.

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which has the address of Unit 12 Merry Oaks Taylors  
(Street) (City)  
S.C. 29673 (herein "Property Address");  
(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 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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