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1028-210

MORTGAGE

THIS MORTGAGE is made this 16th day of September, 1983, between the Mortgagor, J. Michael Austell and Lucy H. Austell (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand and No/100 (\$66,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 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 October 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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. A, Building No. 11 of Sugar Creek Villas Horizontal Property Regime, as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County on September 15, 1980, in Deed Book 1133, at Pages 365-436, inclusive, and by First Amendment to Declaration (Master Deed) dated February 25, 1981, and recorded in the RMC Office for Greenville County, South Carolina, on February 26, 1981, in Deed Book 1143, at Pages 305-319, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X, at Page 79.

This is the identical property conveyed to the mortgagors herein by deed of Joann P. Jones dated September 7, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1196, at Page 475 on September 19, 1983.

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which has the address of 11-A, Skylark Circle, Greer, S. C. 29651 (herein "Property Address");
[Street] [City] [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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